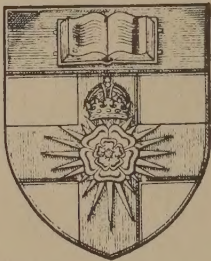
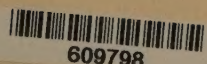


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R E P O R T S
FROM
COMMISSIONERS, INSPECTORS,
AND OTHERS:

FORTY-SEVEN VOLUMES.

— (28.) —

LAND IN WALES AND MONMOUTHSHIRE—*continued.*

SESSION 1.—5 *February* 1895—6 *July* 1895.

SESSION 2.—12 *August* 1895 —5 *September* 1895.

VOL. XLI.

1895.



REPORTS
FROM
COMMISSIONERS, INSPECTORS,
AND OTHERS:
1895.

FORTY-SEVEN VOLUMES:—CONTENTS OF THE
TWENTY-EIGHTH VOLUME.

N.B.—*THE* Figures at the beginning of the line, correspond with the N^o at the foot of each Report; and the Figures at the end of the line, refer to the MS. Paging of the Volumes arranged for The House of Commons.

LAND IN WALES AND MONMOUTHSHIRE—*continued*.

[c. 7757.] Minutes of Evidence taken before the Royal Commission on Land in Wales and Monmouthshire, with Appendix of Documents (Sixty-fourth to Eightieth Days). Vol. IV. p. 1

MINUTES OF EVIDENCE

TAKEN BEFORE THE

ROYAL COMMISSION ON LAND IN
WALES AND MONMOUTHSHIRE;

WITH

APPENDIX OF DOCUMENTS.

(Sixty-fourth to Eightieth Days.)

VOL. IV.

Presented to both Houses of Parliament by Command of Her Majesty.



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1895.

MINUTES OF EVIDENCE

JAMES HUGHES 1895

ROYAL COMMISSION ON LAND IN WALES AND MONMOUTHSHIRE

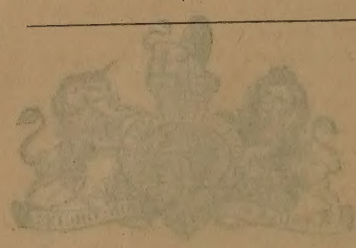
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VOL. IV.

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LIST OF WITNESSES.

Sixty-fourth Day.—LLANGOLLEN, Tuesday, August 28th, 1894.

Name of Witness.	Description.	Question.	Page.
William Parker	Agent for the Chirk Castle Estate, Estate Office, Chirk.	55,092	1
Richard Edwards	Tenant farmer, Ty'ntwll, Llanarmon Dyffryn Ceiriog.	55,319	10
David Jones	Tenant farmer, Rhydonen, Glyndyfrdwy	55,471	18
Richard Septimus Richards	Rent collector to Major Tottenham, and solicitor; Llangollen.	55,512 and 55,657	20 and 29
Hugh Hughes	Freeholder, and member of the Llansilin School Board; Penrhewl, Tregeiriog.	55,539	21
John Jones	Quarryman (late tenant farmer), Nant, Glyndyfrdwy	55,638	28
John Jones	Freeholder (late tenant farmer), Plasnewydd, Bryneglwys, Corwen.	55,672	29
Thomas Jones	(Recalled.) Brynmelyn, near Bala	55,675	30
Evan Jeffreys	(Late tenant farmer.) Acerfair, Llangollen	55,689 and 55,730	31 and 33
James Coster Edwards	Landowner, Trevor Hall, Llangollen	55,694 and 55,738	32 and 34
Thomas Hughes	Bailiff to Mr. J. C. Edwards; The Home Farm, Trevor Hall, Llangollen.	55,748	34
Elizabeth Jones	Daughter of "squatter," Tai Draw, near Bala	55,754	35
Edward Davies	Tenant farmer, Dergoed, Llangollen	55,783	36

Sixty-fifth Day.—WREXHAM, Wednesday, August 29th, 1894.

William Charles Hughes	Agent for several estates and freeholder; Fennant, Ruabon.	55,787	37
Charles Davies	Tenant farmer, rent, rate, and tax collector, Cox Lane, Rossett.	56,001	46
Nathan Perry	Tenant farmer, Brymbo Hall Farm	56,067	49
Dr. E. Pan Jones	Congregational minister, editor of "Y Celt," and son of tenant farmer, Mostyn.	56,151	51
R. T. Wickham	Land agent and member of the firm of Townshend and Barker, solicitors, Chester.	56,390	63
Robert Harrison	Tenant farmer, Plascoch, Wrexham	56,462	71
Joseph Davies	Tenant farmer, Gwrych Teg, Wrexham	56,462	71
John Pugh	Tenant farmer, Park Eyton Farm, Ruabon	56,462	71
Job Lea	Tenant farmer, Gwersyllt Old Hall Farm, near Wrexham.	56,462	71
Lewis Jones	Tenant farmer, Lower Moreton, Ruabon	56,462	71
The Hon. George T. Kenyon, M.P.	Member of Parliament for the Denbigh Boroughs, and Chairman of the Trustees of the Holt Town Trust.	56,530	74
William Trevor Parkins	Chancellor of the diocese of St. Asaph, Gresford	56,571 and 56,807	79 and 92
Alfred Neobard Palmer	Historical writer, Ingle Nook, Bersham Road, Wrexham.	56,646 and 56,824	82 and 93
The Rev. T. H. Evans	Vicar of Minera	56,810	92
Owen Slaney Wynne	(Recalled.) Dolgelley	56,834	94
Bernard Lewis	Member of the Wrexham Town Council, and solicitor, Beechley, Wrexham.	56,839	95
Edward Kendrick	Freeholder, Bwlchgwyn, near Wrexham	56,846	96
Edward Woolrich	Tenant farmer, Pinfold Farm, Rossett	56,863	97
Thomas Morris	Tenant farmer, Higher Farm, Erbistock	56,903	99
John Griffiths	Tenant farmer, Moreton Below, Ruabon	56,973	101
Samuel Thomas	Rossett	57,004	102

Sixty-sixth Day.—HANMER, Thursday, August 30th, 1894.

Name of Witness.	Description.	Question.	Page.
Sir Theophilus Henry Gresley Puleston.	Rector of Worthenbury and landowner, Worthen- bury, Wrexham.	57,030	105
The Hon. Mrs. Bulkeley Owen.	Tedsmore Hall, Oswestry - - - -	57,149	114
Trevor Griffith Boscawen -	Land agent to Lord Kenyon, Gredington, Whit- church, Shropshire.	57,190 and 57,782	123 and 148
John Beckett - - - -	Tenant farmer, Brook Farm, Willington, Malpas -	57,320	129
John Hughes - - - -	Son of tenant farmer, Sycamore, near Wrexham -	57,378	130
Joseph Thomas Boote -	Tenant farmer, Pandy Farm, Halghton - - -	57,462	132
J. H. Warburton Lee - -	Land agent, barrister-at-law, Justice of the Peace and County Councillor, Broad Oak, Whitechurch.	57,526	134
Thomas Jones - - - -	Large tenant farmer, Bankhouse Farm, Hanmer -	57,699	144
The Hon. George Edwyn Hill Trevor.	Agent to Lord Trevor, Brynkinallt, Chirk - -	57,743	145

Sixty-seventh Day.—MOLD, Friday, August 31st, 1894.

John Lloyd - - - -	Tenant of four farms, coal merchant and publican, Antelope Farm, Rhydymwyn.	57,785	149
Philip Pennant Pennant -	Landowner, county councillor, late president of the Vale of Clwyd Chamber of Agriculture, treasurer and member of the Agricultural Committee of the North Wales University College, and chairman of the Flintshire and Denbighshire Dairy School; Nantlys, St. Asaph.	58,064	156
Col. Henry Richard Lloyd Howard.	Landowner, Wygfair, St. Asaph - - - -	58,263	169
David Jones - - - -	Tenant farmer, Plas Newydd, Hartsheath - -	58,373	176
The Rev. Joseph Davies -	Congregational Minister, Daylight Villas, Buckley -	58,483	179
Major R. F. Birch - - -	Land agent and tenant farmer, Maes Elwy, near St. Asaph.	58,534	182
John Dunn - - - -	Tenant farmer, Oaks Farm, Buckley - - - -	58,626	186
Richard Venables Kyrke -	Landowner, Penywern, Mold - - - -	58,693	188
Pennant A. Lloyd - - -	Landowner and late head agent for the late Lord Penrhyn; Pentrehobyn, Mold.	58,711	192
Edward Goodwin - - -	Tenant farmer, Pen-y-Stryt Farm, Tryddyn -	58,830	201

Sixty-eighth Day.—HOLYWELL, Saturday, September 1st, 1894.

William Cloves Pickering -	Agent to Lord Mostyn, and fellow of the Institute of Surveyors; Mostyn Estate Office, Mostyn.	58,841	203
Isaac Taylor - - - -	(Recalled.) Land agent, Coleshill, Bagillt, Holywell	58,998	211
Thomas Roberts - - - -	Tenant farmer, Tyn-y-caeau, Gwaenysgor - -	59,116	215
Thomas Morgan - - - -	Tenant farmer, Tan Llan, Cwm, St. Asaph - -	59,177	217
Llewelyn John Henry - -	Agent to the Duke of Westminster for the Halkyn Castle Estate, Lygan-y-wern, Halkyn.	59,270	222
John Davies - - - -	Tenant farmer, Garn Ychain, Gwaenysgor, Rhuddlan	59,338	225
R. Everett Jones - - -	Tenant farmer, Siamber Wen, Newmarket - -	59,422	227
William Edwards - - -	General agent, late farmer, 29, Princes Street, Rhyl	59,501	230

Sixty-ninth Day.—RUTHIN, Monday, September 3rd, 1894.

Name of Witness.	Description.	Question.	Page.
William Davies	Tenant farmer, Llysfasi, Ruthin	59,655	239
John Roberts	Tenant farmer, Plas Towerbridge, Ruthin	59,849	244
Godfrey Roberts	Tenant farmer, Tyllan, Llanferres, Mold	59,927	247
Henry Williams	Tenant farmer and valuer, Plas-y-ward, Ruthin	60,027	251
Col. W. Cornwallis West	Lord Lieutenant of Denbighshire and owner of the Ruthin Castle Estate, Ruthin.	60,236	257
John Morris	Tenant farmer, Garthgynan, Llanfair Dyffryn Clwyd, Ruthin.	60,384	270
Samuel Moss, M.A., B.C.L.	Chairman of the Denbighshire County Council and barrister-at-law, Broad Oak, Rossett.	60,420	271
Myddelton Biddulph	Landowner, Chirk Castle, Chirk	60,490	276
John Williams	Tenant farmer, Caerddinen, Llwyn Ynn Estate	60,496	276
John Lloyd Williams	Interpreter, 64, Love Lane, Denbigh	60,546	278
The Rev. Ivan T. Davies	(Recalled.) Penrhos, Llandrillo, Corwen	60,550	278
J. Probert	Local agent to the Ruthin Castle Estate, Castle Estate Office, Ruthin.	60,555	278
Thomas Thomas	Shopkeeper and County Councillor, Bronnant, Tynant, Llangwm.	60,787	286
E. T. Jones	Freeholder, Bronderwen, Derwen	60,865	294
W. Corbet Yale	Landowner and barrister-at-law, Plas-yn-Yale, Denbighshire.	60,908	296

Seventieth Day.—RUTHIN, Tuesday, September 4th, 1894.

Gomer Roberts	Tenant farmer, Cefn-y-griolen, Ruthin	60,989	300
Enoch Jones	Tenant farmer, Hendre Isa, Nantclwyd	61,275	308
John Jones	(Recalled.) Plasnewydd, Bryneglwys, Corwen	61,338	311
Col. George Mousley	Agent for the Nantclwyd Estate, The Priory, Horton, Cheshire.	61,343	311
Edward Owen Vaughan Lloyd	Landowner, Rhagatt, Corwen	61,475	317
Evan Goodwin	Tenant farmer, Bwlch Isa, Llanarmon, Mold	61,485	318
Major R. F. Birch	(Recalled.) Maes Elwy, near St. Asaph	61,490	319
John Parry	Late president of the "Land and Labour League," County Councillor, freeholder and tenant farmer, Llanarmon, Mold.	61,499	319
T. Richard Wynne	Late agent for the Rug Estate, Corwen	61,882	334
Godfrey Roberts	(Recalled.) Ty'nllan, Llanferres, Mold	61,952	336
Enoch Jones	Tenant farmer, Tynyronen, Llanfynydd, Wrexham	61,960	336
Oliver Evans	(Recalled.) Agent for the Pool Park Estate of Lord Bagot, Bodlondeb, Ruthin.	62,010	337
Thomas Hughes	Tenant farmer,, Hafod-dre, Pentrefoelas	62,186	344
Robert Roberts	Rate and tax collector, Clocaenog, Ruthin	62,256	346
Evan Hughes	Tenant farmer, Plas Einws, Ruthin	62,309	349

Seventy-first Day.—DENBIGH, Wednesday, September 5th, 1894.

William Douglas Wynne Griffith.	Landowner, Garn, Trefnant	62,334 and 62,632	351 and 375
Henry Vaughan	Tenant farmer, Bryn Coccyn, Llanefydd	62,518	372
Major R. F. Birch	(Recalled.) Tenant farmer and land agent, Maes Elwy, near St. Asaph.	62,658	377
Thomas Watkin Bowdage	Tenant farmer, late resident agent on the Gwynsaney Estate, Cotton Hall Farm, Denbigh.	62,842	387
Alexander Borthwick	Tenant farmer, member of Conway Board of Guardians and Vice-Chairman of Assessment Committee, Plas Llewelyn, Llanellian.	62,914	392
William Richard Evans	Tenant farmer, Coed, Caerwys, Holywell	62,970	396
Robert Roberts	Tenant farmer, Derrn, Llanefydd	63,030	398
John Salisbury	Small freeholder, Llanefydd	63,061	399
T. A. Wynne Edwards	Landowner, County Councillor, member of the School Board, engineer and agricultural implement maker, Denbigh.	63,094	401
William Williams	Tenant farmer, Bryngwyn, Llanefydd	63,186	408
David Edwards	Tenant farmer, late Alderman Denbighshire County Council, Copsham, Esher, Surrey.	63,216	409
Rice Williams	Tenant farmer, Alaflowia, Denbigh	63,326	413

Seventy-first Day.—DENBIGH, Wednesday, September 5th, 1894—*continued*.

Name of Witness.	Description.	Question.	Page.
David Jones - - -	Builder and Poor Law Guardian, Caeau Uchaf, Rhostryfan, Carnarvon.	{ 63,354 and 63,504	414 and 424
Evan Owen Griffith - -	Merchant and member of School Board, Bron-y-gadfan, Llanwnda, Carnarvon.	63,448	418
John Murray Duncan - -	Principal clerk in the office of Woods and Forests; Whitehall Place, S.W.	63,451	419
William Henry More - -	Crown receiver and Steward of Crown Manors in Wales; Harlech.	63,488	423
Thomas Roberts - - -	Tenant farmer, Fforddlas, Llansannan	63,515	424
David Rowlands - - -	Retired farmer, Nant-y-grawen, Llansannan	63,561	427
William Howatson - - -	Land agent, Plas Newydd, Llansannan	63,582	428
John Roberts - - -	Land agent and tenant farmer, Geinas House, Bodfari.	63,587	428

Seventy-second Day.—DENBIGH, Thursday, September 6th, 1894.

H. St. John Charlton + -	Land agent, Kinnmel Estate Office, Abergelc - - -	{ 63,626 63,775 and 63,879	431 441 and 448
David Edwards - - -	(Recalled.) Copsham, Esher, Surrey - - -	{ 63,763 and 63,779	440 and 441
A. Foulkes - - -	Sub-agent to Mr. Hughes of Kinnmel; Hendregyda, Abergelc.	63,789	442
William Jones - - -	Tenant farmer, Bwlch, Henllan - - -	{ 63,795 and 63,925	442 and 451
Mrs. Mary Ann Edwards -	Wife of tenant farmer, Llandyrnog - - -	63,934	451
Edward Thomas Humphreys -	Tenant farmer, Goblin Farm, Denbigh - - -	63,946	452
Richard Wynne - - -	Land agent, Corwen - - -	63,983	454
Thomas Gee - - -	Proprietor of "Baner ac amserau Cymru," late Chairman of the Denbighshire County Council, and Mayor of Denbigh borough; Denbigh.	63,995	455
Ellis Pierce - - -	(Recalled.) Dolyddelen - - -	{ 64,289 and 64,884	477 and 514
Thomas Roberts - - -	Tenant farmer, Lleweni, Denbigh - - -	64,297	477
Cadwaladr Roberts - - -	(Recalled.) Buarth Melyn, Tan-y-grisiau - - -	64,328	479
Edward Roberts - - -	Tenant farmer and innkeeper, "Stag" Inn, Llangerniw.	64,377	483
Robert Ellis - - -	County Councillor and tenant farmer, Garnedd Ucha, Llanrhaidr.	64,405	484
Robert Morris - - -	Tenant farmer, Hendref, Rhuddlan - - -	64,455	487
John D. Jones - - -	Tenant farmer, Bodoryn, Abergelc - - -	64,473	489
Joseph Jones - - -	Hotel keeper, tenant farmer, Poor Law Guardian and Waywarden, "Valentine" Hotel, Llanddulas, Abergelc.	64,516	491
John Owen Hughes - - -	23, Market Street, Carnarvon - - -	64,534	493
Owen Williams - - -	County Councillor, Chairman of the Ruthin Board of Guardians, land valuer and freeholder, Glan-clwyd, Bodfari.	{ 64,536 and 64,881	494 and 514
Colonel W. Cornwallis West -	(Recalled.) Ruthin Castle, Ruthin - - -	64,864	513
Major Jocelyn Ffoulkes -	Landowner, Errivatt, Denbigh - - -	64,930	516
Daniel Roberts - - -	County Councillor, member of Ruthin Board of Guardians, and late tenant farmer, Caerwys.	64,934	516
William Lloyd - - -	Solicitor, Ruthin - - -	64,958	520
Owen J. Williams - - -	Agent for the Cefn Estate; Cefn, St. Asaph - -	64,971	521
Robert Roberts - - -	Late tenant farmer, Swch-yr-hafod, Llanddewi, Llanrwst.	{ 65,030 and 65,067	525 and 527
Colonel the Hon. W. E. Sackville West.	(Recalled.) Lime Grove, Bangor - - -	{ 65,040 and 65,116	526 and 531
E. J. Williams - - -	(Recalled.) Rhydlanfair, Bettwsycoed - - -	65,049	527
David Morris - - -	Tenant farmer, Peilwys, Old Colwyn - - -	65,078	528
Thomas Roberts - - -	Horse and cattle dealer, Ty Gwyn, Llanddoget, Llanrwst.	65,102	529
Humphreys Roberts - - -	Solicitor; Clerk to the Ruthin Poor Law Union, Denbigh.	65,123	531

Seventy-third Day.—RYEL, Friday, September 7th, 1894.

Name of Witness.	Description.	Question.	Page.
Thomas Watkin Bowdage -	(Recalled.) Cotton Hall Farm, Denbigh -	65,130	534
The Rev. Joseph Davies -	(Recalled.) Daylight Villas, Buckley -	65,205	537
The Rev. John William Wynne Jones. -	Vicar of Carnarvon, Vicarage, Carnarvon -	65,229	538
John Owen -	Representative of Mr. Warren, solicitor, 99, Great Russell Street, London. -	65,253	540
Owen Owen -	(Recalled.) Maesygarneidd, Llanrwst -	65,258	541
John Brereton Roberts -	Son of tenant farmer and artificial manure agent, Tai Hirion, Llanrwst. -	65,272	541
Col. the Hon. W. E. Sackville West.	(Recalled.) Lime Grove, Bangor -	65,292	542
Robert Barclay Smith -	(Recalled.) Tynewydd, Bangor -	and 65,450	and 554
John Bath Allanson -	Solicitor for the Vaynol Estate, 34, Castle Square, Carnarvon. -	65,296	542
Thomas Williams -	(Recalled.) Port Dinorwic -	65,318	543
Capt. Niel Patrick Stewart -	(Recalled.) Bryn Tirion, Bangor -	65,381	549
Major Robert ap Hugh Williams.	Landowner, Chairman of the Anglesea Conservative Association, and Deputy Lieutenant of Anglesea, Llangefni. -	and 65,410	and 551
James Linnell -	Land agent, The Gop, Newmarket, Rhuddlan -	65,407	551
Thomas Roberts -	(Recalled.) Tyn-y-caeau, Gwaenysgor, near Holywell. -	65,414	551
The Rev. T. Z. Davies -	Vicar of Whitford, Vicarage, Holywell -	65,433	553
Joseph Jones -	(Recalled.) Valentine Hotel, Llanddulas, Abergelle -	and 65,447	and 554
		65,443	554
		65,455	555
		65,472	556

Seventy-fourth Day.—WELSHPOOL, Saturday, September 8th, 1894.

James Edmund Vincent -	(Recalled.) 8, Princes Street, Westminster, S.W. -	65,476	557
Thomas Jones -	Tenant farmer, Cwm, Forden, Welshpool -	65,481	558
David Rogers -	County Councillor and tenant farmer, The Grove, Forden, Welshpool. -	65,734	568
Col. Thomas Wood -	Landowner, Gwernyfed Park, Three Cocks -	65,956	574
Thomas Davies -	Small tenant farmer and freeman of the town of Montgomery, Broad Street, Montgomery. -	66,001	576
W. Forrester Addie -	Head agent for the Powis Castle Estates, Estate Office, Welshpool. -	66,172	583
John Hughes -	Tenant farmer, Broniarth, Guilsfield, Welshpool -	66,446	596
Edward Green -	Tenant farmer and horse dealer, The Moors, Welshpool. -	66,459	597
William Owens -	Tenant farmer and cattle dealer, Shammassford, Welshpool. -	66,459	597
Thomas Samuel Pryce -	County Councillor, wool dealer, butcher, auctioneer, and late tenant farmer, 7, Brook Street, Welshpool. -	66,531	599
John Shuker -	County Councillor, corn merchant, freeholder, and late tenant farmer, Pentre, Churchstoke, Montgomery. -	66,602	601
Captain John Edmund Severne.	Landowner, Wallop Hall, Salop -	66,652	604
David Pryce -	Tenant farmer, Gaerfawr, Guilsfield -	66,760	607
Benjamin Higgins -	Late tenant farmer, Berriew -	66,878	611
Captain Herbert Owen Johnes	Landowner, Lower Garthmyl House, Garthmyl -	66,930	613

Seventy-fifth Day.—LLANFYLLIN, Monday, September 10th, 1894.

Name of Witness.	Description.	Question.	Page.
John Hughes - - -	Tenant farmer, Gelli, Llansaintffraid - - -	66,952	615
Edward Edwards - - -	Son of tenant farmer, Brwynen, Hirnant - - -	67,008	617
Thomas Lloyd - - -	Tenant farmer, Llnast, Meifod - - -	67,073	619
Mrs. Anne Owen - - -	39, Eversley Street, Liverpool - - -	67,116	621
Mrs. Mary Williams - - -	Daughter of tenant farmer, Pencraig, Llangynog - - -	67,139	622
Mrs. Mary Evans - - -	Daughter of tenant farmer, Ketch, Llanfyllin - - -	67,164	623
Edward Evans - - -	Ketch, Llanfyllin - - -	67,174	624
Edward Edwards - - -	Tenant farmer, Waen Cottage, Bwlchycibau, near Oswestry. - - -	67,206	626
W. Forrester Addie - - -	(Recalled.) Estate Office, Welshpool - - -	67,241	628
Captain B. T. Griffith Bos-cawen. - - -	Landowner, Trevalyn Hall, Rossett - - -	67,249	628
Charles Lovatt Davies - - -	Tenant farmer, Tynant, Garth Eryr - - -	67,268	630
Robert Sides - - -	Tenant farmer, Penybryn, Llangedwyn - - -	67,268	630
William Moreton - - -	Tenant farmer, Abercynlleth, Llangedwyn - - -	67,268	630
Edward Hughes - - -	Tenant farmer, Derwendeg - - -	67,268	630
John Lloyd - - -	Retired farmer, Lower Crosskeys, Llanfyllin - - -	67,473	636
Edward Buckley - - -	Tenant farmer, Tynmaes, Llanfyllin - - -	67,512	637
Ellis Williams - - -	Tenant farmer, Cefn-hir-fawr, Llanrhaidr-yn-Moch-nant. - - -	67,512	637
John Evans - - -	Tenant farmer, Glantanat issa, Llanrhaidr-yn-Moch-nant. - - -	67,512	637
Edward Jones - - -	Tenant farmer, Cyrchynau ucha, Llanarmon - - -	67,512	637
John Edwards - - -	Tenant farmer, Ty Mawr, Dolanog, Llanfihangel - - -	67,512	637
Hugh Jones - - -	Tenant farmer, Cammen Fawr, Llanfihangel - - -	67,512	637
H. Davies - - -	Tenant farmer, Dolwar Hall, Llanfihangel - - -	67,512	637
Evan Jones - - -	Tenant farmer, Cuddig, Pontllogell, Cann Office - - -	67,512	637
Evan Evans - - -	Tenant farmer, Cae'rmynach, Pontllogell, Cann Office - - -	67,512	637
David Evans - - -	Late tenant farmer, Tynewydd, Llanfechain - - -	67,651 and 67,716	642 and 645
Alfred George - - -	Land agent, Meifod - - -	67,687	644
The Rev. J. Thomas - - -	Vicar of Bwlchycibau, near Oswestry - - -	67,708	645
William Evans - - -	Tenant farmer, Tynyfron, Llansilin - - -	67,717	646
Richard Parry - - -	Tenant farmer, Farchoel, Llanfihangel - - -	67,786	648
Rowland Evans - - -	Tenant farmer, Peniarth, Meifod - - -	67,807	649
Benjamin Davies - - -	Tenant farmer, Llettyderin, Llanfihangel - - -	67,820	650
Lieut.-Col. Hugh Robert Hughes. - - -	(Recalled.) Estate Office, Wynnstay, Ruabon - - -	67,845	651
William Ellis - - -	Pengorphwysfa, Llanfyllin - - -	67,857	652

Seventy-sixth Day.—LLANFAIR, Tuesday, September 11th, 1894.

The Rev. Edward Griffith -	Calvinistic Methodist Minister, Lower Hall, Meifod -	67,865	653
Owen Slaney Wynne - - -	(Recalled.) Dolgelley - - -	67,938	659
Nathaniel Watkins - - -	Tenant farmer, Glasgoed, Meifod - - -	67,941	659
Evan Evans - - -	Freeholder, late tenant farmer, County Councillor, Chairman Board of Guardians, Llanfyllin Union, Gartheilin, near Llanfair. - - -	67,995	661
Joseph Richards - - -	Tenant farmer, Lower Hall, Meifod - - -	68,069	664
David Davies - - -	Tenant farmer, Allt, Llangadfan - - -	68,130	667
Evan Lloyd - - -	Tenant farmer, Gwrlas, Garthbeibio - - -	68,172	668
Thomas Vaughan - - -	Tenant farmer, Sychtyn, Llanerfyl - - -	68,255	672
John Thomas - - -	Tenant farmer, Carreg-y-big, Llanerfyl - - -	68,379	678
Henry Lester Smith - - -	Sub-agent to Sir Watkin W. Wynn, Bart., Llanbryn-mair. - - -	68,439, 68,460, and 68,571	680, 682, and 686
John Erfyl Jones - - -	Tenant farmer, Dolau Ucha, Llanerfyl - - -	68,442	680
Edward Evans - - -	Late tenant farmer, Tynllan, Llanerfyl - - -	68,488	684
Richard Owen - - -	Tenant farmer, Cann Office, Welshpool - - -	68,517	685
Edward Vaughan - - -	Tenant farmer, Llyssum Farm, Llanerfyl - - -	68,557	686
David Davies. - - -	Tenant farmer, Tynyfedw, Llangadfan - - -	68,568	686
Edward Jones - - -	Tenant farmer, Upper Hall, Meifod - - -	68,576	686
John Maurice Jones - - -	Tenant farmer, Mathrafal, Meifod - - -	68,615	688
Edward Morris - - -	Tenant farmer, Frongoch, Llanfair - - -	68,722	692
Evan Morris - - -	Tenant farmer, Cefncoch issa, Llanllugan - - -	68,780	694

Seventy-sixth Day.—LLANFAIR, Tuesday, September 11th, 1894—*continued*.

Name of Witness.	Description.	Question.	Page.
Evan Watkin	Tenant farmer, Frongoch, Llanllugan	68,802	695
C. H. Beck	Landowner, Upton Priory, Macclesfield	68,834 and 69,013	696 and 704
Nathaniel David Thomas Watkin.	Farmer, Penarth, Llanfair	68,853	696
John Williams	Late tenant farmer, Chapel House, Adfa	68,899	699
Joseph Kelly	Land agent, Bleak House, Llanllugan	68,907	699
Edward Jones	Tenant farmer, Llawnt Issa, Manafon	68,939	701
Evan Chapman	Tenant farmer, Moydog, Cyfronydd, Welshpool	69,023	705
Evan Howell	Late tenant farmer, Foel, Llanfair	69,037	706
Thomas Jones	Tenant farmer, Graig, Llanfair	69,073	707

Seventy-seventh Day.—DINAS MAWDDWY, Wednesday, September 12th, 1894.

John Evans	Small freeholder and member of the Board of Conservators, Bodawel, Aberangell.	69,101	710
James Edmund Vincent	(Recalled.) 8, Princes Street, Westminster, S.W.	69,232	716
Humphrey Jones	Butter and flour merchant, formerly tenant farmer, Pontywrisingen, Mallwyd.	69,239	717
William Robert Maurice Wynne.	(Recalled.) Peniarth, Merioneth	69,298, 69,492, and 69,508	719, 729, and 731
William Davies	Freeholder, Pant, Llanymawddwy	69,332	722
Charles Williams	Land agent, secretary to a railway company, &c., Oswestry.	69,360	724
Evan Jones	Grocer, The Shop, Cemmaes	69,375 and 69,498	725 and 731
Edward Vaughan	Tenant farmer, Dugod bach, Dinas Mawddwy	69,451	727
The Rev. William Williams	Calvinistic Methodist Minister, Mallwyd	69,503	731
John Jones	Tenant farmer, Meirionfa, Dinas Mawddwy	69,511	732
Lewis Jones	Tenant farmer, Bwlch, Mawddwy	69,516	732
Thomas Davies	(Recalled.) Fedwlyd, Bala	69,544	735
Rowland Jones	Tenant farmer, Tyntwll, Cowarch	69,551	736
Thomas Davies (<i>Tecwyn</i>)	Tailor and draper, Tycapel, Dinas Mawddwy	69,643	739

Seventy-eighth Day.—MACHYNLETH, Thursday, September 13th, 1894.

Richard Owen	Tenant farmer, Morben Fawr, Derwenlas	69,708	742
Bowen Pottinger Woosnam	Barrister-at-law and freeholder, Tynygraig, near Builth.	69,814	747
Lieut.-Col. Hugh Robert Hughes.	(Recalled.) Estate Office, Wynnstay, Ruabon	69,919	753
William Owen	Tenant farmer, Mathafarn, Llanwrin	70,270	785
Edward Lewis	Freeholder and tenant farmer, Henllan Uchaf, Uwch-y-garreg.	70,284	786
Daniel Evans	Tenant farmer, Glegygrog Wen, Towyn	70,356	789
John Jenkins	Late tenant farmer, Esgairhir, Llanwrin	70,385 and 70,413	791 and 794
Henry Lester Smith	(Recalled.) Llanbrynmair	70,400	793
A. C. Humphreys Owen, M.P.	Member of Parliament for Montgomeryshire, Chairman of the County Council, and landowner, Glansevern, Welshpool.	70,437	795

Seventy-ninth Day.—MACHYNLLETH, Friday, September 14th, 1894.

Name of Witness.	Description.	Question.	Page.
George H. M. Owen	(Recalled.) 23, Market Street, Carnarvon	70,443	796
		and	and
W. N. Swettenham	Land Agent, Newtown	70,611	829
John Watkin Lumley	Vice-chairman of Denbighshire County Council, Ruthin.	70,448	812
		70,482	820
Robert Lloyd	Tenant farmer, Rhydonen, Ruthin	70,509	821
Richard Edwards	Tenant farmer, Llugwy, Pennal	70,532	823
		70,540,	824,
		70,595,	828,
Richard Gillart	Resident agent of the Marchioness of Londonderry, Machynlleth.	70,639,	831,
		and	and
		70,733	837
The Rev. Thomas Griffiths	Independent Minister, Forge	70,557	825
John Morgan	(Recalled.) "Observer" Office, Aberystwyth	70,597	828
John Davies	Freeholder, Greenfield House, Machynlleth	70,611	829
		70,644	832
James Grant	Estate agent, Llanidloes	and	and
		71,171	862
Lewis Lewis	Tenant farmer, Caeheulon, Penegoes	70,666	833
Joseph Evans	Landowner, Fron-y-gog, Machynlleth	70,730	837
Thomas Davies	Tenant farmer and Chairman of the Trefeglwys School Board, Pant, Trefeglwys, Caersws.	70,735	837
Robert W. Henry	Head agent to the Marchioness of Londonderry, Machynlleth.	70,886	841
Hugh Thomas	Late tenant farmer, Cwrt, Pennal	70,886	844
H. H. Jonas	Land agent to Lord Carrington, Market Place, Cambridge.	70,919	847
		and	and
		70,988	852
John Evans	(Recalled.) Llanfair Bridge, near Lampeter	70,970	851
Daniel Wintringham Stable	Solicitor and landowner, 142, Holborn Bars, W.C.	70,991	852
		71,020,	855,
Richard Evans	Compton House, Llanidloes	71,185,	863,
		and	and
		71,204	864
Col. George Drew	Agent to the Clochfaen Estate, 21, Breakspears Road, London, S.E.	71,189	864

Eightieth Day.—NEWTOWN, Saturday, September 15th, 1894.

Thomas Halford	Land surveyor, agent, valuer, auctioneer, and farmer, Newtown.	71,206	866
Peter Pierce	Labourer, The Green, Rossett	71,308	876
Samuel Moss	(Recalled.) Broad Oak, Rossett	71,327	878
Mrs. Elizabeth Sedgwick Stephens.	Landowner, Sudeley Villa, St. Mark's, Cheltenham	71,329	878
David Hamer	Tenant farmer and County Councillor, Castell-y-dail, Newtown.	71,388	883
		and	and
		71,561	898
Edward Bernard Procter	Landowner, Aberhafesp Hall, Montgomery	71,534	896
		and	and
		71,630	907
Major Charles Edward Beadnell.	Land agent, 48, Castledown Road, West Kensington, London.	71,535	897
The Ven. Archdeacon Thomas	Archdeacon of Montgomery	71,577	900
W. Forrester Addie	(Recalled.) Estate Office, Welshpool	71,592	901
George Moultrie Salt	Solicitor to Lord Powis, Shrewsbury	71,599	905
		71,601	906
John Bliss	Tenant farmer, Sewerage Farm, Newtown	and	and
		71,656	908
John Evans	Tenant farmer, and member of the Newtown and Llanidloes Highway Board, Cilgwyn, Cwmbellan, Llanidloes.	71,663	909
John Tibbott	Tenant farmer, Whitcott Norbury, near Bishop's Castle.	71,819	914
		and	and
		71,885	916
Thomas Bowen	Agent to Captain Adams, Frongoch Hall, Llanllugan	71,873	916
John Morgan	Farm labourer (late tenant farmer), Parc, Caersws	71,900	917
Charles John Morris	Landowner, Wood Eaton Manor, Stafford	71,937	920

NOTE.

Where evidence has been given with the intention of rebutting, explaining, or supplementing any statement previously made before the Commission, a reference to the Question at which the original statement was made has been inserted in the margin, and where such rebutting, explanatory, or supplementary evidence has been given prior to the final publication of the original statement, a cross reference to the former has also, so far as possible, been inserted in the margin opposite to such statement.

D. LLEUFER THOMAS,

Secretary.



SIXTY-FOURTH DAY.

The Town Hall, Llangollen, Denbighshire, Tuesday, August 28th, 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHŶS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. WILLIAM PARKER called and examined.

Chairman.

55,092. Are you the agent of the Chirk Castle estate?—Yes.

55,093. To whom does that property belong?—Mr. Myddelton Biddulph.

55,094. How large is it?—10,000 acres in extent.

55,095. How many farms are there?—The number of farms to which my evidence relates is 34.

55,096. What is the acreage of those 34 farms?—7,640 acres.

55,097. I have looked through your evidence and it is very much the same as that which we have gone through and through, over and over again, in different parts of Wales. Do you, however, wish to go through it?—With your permission I should like to read my evidence.

55,098. We will just look at it seriatim, and those questions which you say you know nothing at all about we can pass over?—I should like to say in the first place that my evidence relates to the Chirk Castle estate only.

55,099. We understand that. There are no courts held?—But, with your permission, I should really like to read it exactly as I have written it.

55,100. Let me ask, do language, politics, and religion influence the choosing of tenants?—I should like to read my statement. I have added several items to it since I first sent it in, and I should like to read it through as I have prepared it. The estate is about 10,000 acres in extent, but the 34 farms to which my evidence refers are 7,640 acres in extent; the remainder is lands in hand, woods, houses and gardens, &c., and the rent of the 34 farms is 5,708*l*. The figures to which my evidence relate are for the last 14 years, from 1880 and I wish to say that the expenditure on the farms prior to that date, not having been kept separate from the other portions of the estate, which consists largely of house and cottage property,

Chairman—continued.

the actual figures are not available, but about the same rate of expenditure has been going on since 1872, when the present Mr. Biddulph succeeded to the property, and even prior to that date during the lifetime of Mr. Biddulph's father. I have been for over six years agent of the Chirk Castle estate in the county of Denbigh, previous to which I had been on the estate for about eight years assisting my uncle in the management. The land is in the lordship of Chirk, which is about 12,300 acres in extent. There are no Courts held in connexion with the manor. As to management it is impossible to lay down a rule. Neither language, politics, nor religion ever influence the choosing of tenants; they are never even questioned on either point. Speaking for myself as to whether agents receive any special training, I may say that I have received a special training as an estate agent, having had 14 years' experience in every branch of estate management. The usual date of entry is Lady-day. The tenancies are from year to year. There is no demand for leases. Tenants do not care to bind themselves to pay a fixed rent for a long period, and they believe themselves to be quite as safe in a yearly tenancy, which my evidence later on will prove to you. As to the question whether tenants readily accept leases I have no information; I have never been asked for a lease. Then, as to the condition of leaseholders I have no experience. Changes in tenancy have not varied to any extent on this estate. No cases of hardship have arisen to my knowledge. As to compensation in resuming the occupation of a field, or plot, out of a holding for the sake of planting, and so on, that is always by private arrangement, and compensation is always given. Damage by timber cutting is compensated. Rents are always re-adjusted and compensation granted in such cases. In reference to the question "If any mining, brick-fields, quarries, or other industrial operations

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[Continued.]

Chairman—continued.

"have been commenced on the land, has the rent been re-adjusted or compensation granted in consequence?" I say rents are always re-adjusted and compensation granted in such cases. Then I produce a copy of the agreement. [*Handing in same.*] The agreement is rather an old form, and the clause as to repairing might be better worded, it simply means "taking proper care of the structures"—as an actual fact the tenants are not required to do repairs, and have never done any. There are none of the clauses in that agreement considered oppressive. Penalising clauses are not common, and they are never enforced, except in the case of a bad tenant. A good tenant has practically a free hand. Tenants are always given a copy of their agreements, and usually have it for perusal for some days before signing. The rent is fixed at a gross sum. There is uniformity in rents on this estate, but I am not prepared to speak as to rents on neighbouring estates. As to whether the rent of the smaller tenantry is higher per acre than on larger farms it really depends upon circumstances, sometimes one way and sometimes another. The average rents of upland farms vary from 12s. to 20s. an acre, and the lowland farms from 20s. to 35s. per acre. There are no cases of right of pasturage over a common on this estate. There are no services other than the payment of rent rendered by the tenants. The rent is fixed by private agreement. As to whether a holding is practically let to the highest bidder, I say no, the farms are let to the most eligible tenants; no matter how many applications for a farm, the rent asked for it does not vary. Proof of sufficient capital has to be produced. I always endeavour if possible to ascertain an applicant's means. Arbitration is never resorted to as a means of settling rents; and we have never any difficulty in settling by private arrangement. As to whether rents have varied, in 1875 the rents of some farms were slightly increased, and the result at the time was to increase the rental of the estate, but permanent reductions have since been made, and the rental is now considerably reduced. There have been both permanent reductions and temporary abatements of rents. The permanent reductions since 1875 are 394*l.* per annum.

The temporary abatements since 1879 are these:—Mr. Biddulph commenced in 1879 (Michaelmas), and allowed a remission of 10 per cent. on all the farm rents, which was continued each year without remission for 10 years until 1889 (Michaelmas), and during that period it amounted to upwards of 5,200*l.* Again from Lady-day, 1892, to Lady-day, 1894, 10 per cent. was returned, 1,040*l.*, making a total remission, since 1879, of 6,240*l.*, besides which he made allowances of lime and other manures, and in some cases substantial arrears have been wiped off. I would like to say that these abatements have always been voluntarily given by the landlord; the tenants have never even asked for them. They are always given notice of such abatements. The alterations in rent are settled by private arrangement.

Chairman—continued.

I have not prepared details as to the fluctuations in prices. The audit is about three months after the rents become due, and further time has always been given if asked for. The effect of preferential claim for rent is practically nil, but it induces landlords to give tenants the opportunity of realising the best prices for their produce, and to take advantage of the best markets. If it did not exist, landlords would probably insist on payment in advance, and other creditors are always aware of this claim. The tithes, land tax, chief rent, and local rates are paid by the occupier, and the income tax of course by the landlord. The local rates in Chirk parish have considerably decreased. The size of the farms varies from 50 acres to about 350 acres. The average is about 120 acres each. Holdings have not been consolidated; they are much about the same as they have been for many years. There is no sub-letting on the estate. There is very little difference as to skill in farming produced by the size of the holding; it depends upon the individual farmer. Then as to cultivation, the farms are mixed farms, partly arable, partly dairy and feeding. The four-course system is mostly prevalent. The labour market fluctuates, but there is usually a fair supply. The condition of the fences, &c. depends upon the individual farmers, who vary as to their tidy farming, but on the whole on this estate the condition of the fences, &c. is very creditable. There is no land going out of cultivation; no waste land being reclaimed; no ploughing up of rough land; no draining of marshy ground, and no embanking of rivers. Arable land has not been laid down to pasture to any extent. There has been a slight increase of root crops; there has been no fallowing; all improvements are done by the landlord. Reconstruction and increased facilities in the way of building, &c.; all repairs; gates, posts, and fencing material supplied free, and often put up; occasionally manures, &c. supplied.

From 1880 to 1893, the expenditure on improvements and repairs (exclusive of cottages) has amounted to	8,026
Permanent reductions during that time	3,436
Temporary abatements amounted to	6,240
Arrears remitted	178

£17,880

An average during the last 14 years of 1,277*l.* per annum, or 22 per cent. on the rental of 5,708*l.* of the farms referred to.

In addition to the above amount, considerable sums have been spent in putting farms (which have been on hand for short periods) into a high state of cultivation, and where any improvements or additions have been made, the rents have not been raised. I know of no case of co-operation in improvements, and I know of no case of improvements by tenants. I know of no instance where either party contracted out of the Agricultural Holdings Act—

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[Continued.]

Chairman—continued.

of course it is not legal—except as to clause 33. Farmers never apply for consent for specific improvements; all necessary improvements are done by the landlord, and this system is preferred by the tenants. As to consent being readily given, it would depend upon circumstances whether it was suitable and necessary. As to the custom of the country and allowances to outgoing tenants in respect of growing crops, the seeds are paid for, half the wheat crop belongs to the outgoing tenant, and is invariably taken to by the incoming tenant by valuation. As to tillage and cultivation, that is entirely by arrangement between the outgoing and incoming tenants. As to manure and produce remaining at the expiration of the tenancy, the manure is left without compensation, unconsumed hay and straw (which must not exceed one-third of last year's produce) is taken to by valuation at consuming prices. Unexhausted manures are paid for. We have never had a case of permanent improvements by tenants. The respective rights of outgoing and incoming tenants are covered by the agreement; also their liabilities as to mode of cultivation. I have had no case where the outgoing tenant has failed to obtain compensation for any improvement. I know of no instance where compensation has been given for the general improved condition of a holding. There is no right recognised as belonging to tenants to dispose of their interest in their holdings to any solvent tenant to whom the landlord shall not have any reasonable objection; it would create competition and would result in unfair rents. As to the system of the sale of sheep on upland farms, the sheep are first offered to the incoming tenant by valuation. I have never had a claim under the Agricultural Holdings Act, so that I have no experience on that subject. As to game preserving, the rabbits cannot be preserved except on land in the occupation of the owner. Other game is moderately preserved. The tenants generally avail themselves of the provisions of the Ground Game Act. There have been isolated cases of damage to crops by game which are always compensated by arrangement. Tenants are not expected to beat covers. I cannot say that game preserving affects cultivation or the relations between landlord and tenant, the labourers, or the public generally. I have no information as to offences under the game laws. There has been very little attention paid I think in the district to fruit culture, horticulture or forestry, and very little to poultry farming. I think poultry keeping might be a source of much more profit if more attention was paid to it. As to bee-keeping, there has been none. These are sources of very little profit, but possibly they might be improved if they would give attention to them. Instruction has been given in the market towns in butter and cheese making. There have been no field experiments or experiments in other agricultural subjects. As to railway rates, there are excellent market towns where most of the produce is disposed of within reach by road without much recourse to the use of railways. I know of no

Chairman—continued.

instance where profits or risks are shared by the landlord and tenant. Landlords usually share the loss, but not the profit. There is no co-operation amongst farmers for purchasing or analysing farm stuffs for purposes of production in butter factories or selling produce. Farmers insure their buildings, and sometimes the stock. There is no combination of any kind in the nature of a trade union either among landlords, farmers, or labourers. So far as I am aware the farmers avail themselves to a very small extent of benefit societies, but the labourers do to a fair extent. I have no knowledge as to whether life assurance societies or other provident institutions are used by them. There are no proprietor farmers in the parish. I know of no tenant farmers, who have bought either their own or other holdings for their own occupation in this district. On the smaller farms the farmers and their wives do such work as is necessary to a peasant life, and I am glad to say that the majority of the tenants do take personal part in the work of the farm, and work hard. Children sometimes work at home, but I have no information as to their arrangements. I have no information as to what provision is made for them by their parents on marriage or independent settlement in life. As to the state of cottage accommodation it is much about the same as the past; they are ample for the requirements of thorough cultivation; they are chiefly dispersed on the farms, and their condition and construction are good. Every cottage has a garden. The tenure varies according to circumstances. The tenants of cottages on farms are usually restricted to work on those farms.

In my opinion the trade depression began in 1879. Mr. Biddulph is and always has been on good terms with his tenants. He is anxious at all times (as the large expenditure on the estate will prove) to do anything so far as practicable to help his tenants by doing such improvements, and giving them such facilities as will be of permanent value to them, being in his opinion the best way to help them to fight the depression.

As to cases on the estate of families having held the same farms for generations. There are 10 cases of one member of a family following another, there is one farm (Macs-gwyn) now tenanted by a family who have been on the estate about 200 years. One (Penypark) until lately occupied by a family for about 200 years. When the last tenant died his sons could not agree, and did not go on with the farm. One (Cherry Orchard) until a few years ago occupied by a family for about 200 years, when they died out. One (Tyissa) now occupied by a tenant who has held it for about 25 years, and succeeded a family who has been on the estate nearly 200 years. One (Plas-offa) was held for about 40 years by one tenant, who fixed his son in another farm on the estate. One (Penybryn) still held by a tenant who has been on the farm about 35 years. One (Caeaugwynion) present occupier has held the farm about 20 years, having succeeded a tenant who held it for about 45

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[Continued.]

Chairman—continued.

years and retired and still lives in the neighbourhood. One (Chirk Green) present occupier has held for upwards of 20 years, succeeded his father who held it for some years, and is still prosperous.

I have a table of the dates of the tenancies.

55,101 Will you put that in?—Yes. (*Handed.*) I may say the average tenancy is 18 years :—

1, 200 years.	1, 21 years.	1, 12 years.
1, 40 "	2, 20 "	2, 11 "
2, 35 "	1, 19 "	1, 7 "
1, 32 "	1, 17 "	1, 6 "
2, 29 "	1, 16 "	2, 4 "
1, 28 "	1, 15 "	2, 2 "
4, 25 "	1, 14 "	1, 1 year.
1, 23 "	2, 13 "	

I think these figures will prove the fact that leases are not necessary on this estate, and also that there is a very considerable goodwill between landlord and tenant.

55,102. These figures that you have handed up do not seem to agree with the statement I have?—I should say it is brought up to a later date, to the end of 1893; that accounts for the difference.

Lord Kenyon.

55,103. You said the average tenancy was 18 years. Do you mean the average life of the tenant?—No, the average holding.

55,104. Of the whole family?—No, on the estate generally.

55,105. Taking one man as tenant?—No, the average number of years that the tenants of these 34 farms have been in occupation.

55,106. For one life or for more, do you mean?—Oh, for more, of course.

Mr. Brynmor Jones.

55,107. You take the family as the tenant?—Exactly.

Lord Kenyon.

55,108. You said something about the custom of the country. Do you think there is any improvement to be made in that custom?—No, I think not. It seems to work very well. We have never had the slightest difficulty.

55,109. Have you had any cases under the Agricultural Holdings Act?—No, none.

55,110. In your agreements do you permit sales of straw and hay?—No, it is not permitted, but, as a rule, it is overlooked.

55,111. Do you permit that by private agreement?—Yes, by private agreement sometimes, or in the case of a good tenant we do not interfere with them if the general condition of the farm is good.

55,112. You have never had any complaints of that clause being put in your agreements?—Never.

55,113. I did not quite catch what you said with regard to tenant right. You said it would increase competition?—Yes, increase competition. It would put a false rent upon a farm.

55,114. Do I understand you to say that you would wink rather at tenant right. Would you repeat what you said?—I said there is no

Lord Kenyon—continued.

tenant right recognised as to tenants disposing of their interest in their holding.

55,115. Then you went on to add something?—I went on to say that it would create competition, resulting in unfair rents.

55,116. I beg your pardon. I thought I caught something more. You say the rates have a tendency to decrease?—Yes, the rates of the parish have decreased.

55,117. Have you any figures which will show that?—I have taken out the figures of the poor rates since 1853, and I find that in 1853 they were 1s. 4d. in the pound; in 1863 1s. 5d. in the pound; in 1873 1s. 6d. in the pound; in 1883 1s. 5d., and in 1893 10d. in the pound, and the highway rates have decreased in the same ratio.

Mr. Brynmor Jones.

55,118. Has this estate been in the possession of the Biddulph family for some years?—Yes, for a great many years.

55,119. Is Mr. Richard Myddelton Biddulph lord of the manor of Chirk?—He is lord of the manor of Chirk.

55,120. There have been no courts held?—There have been no courts held in the manor.

55,121. Do you say that that has been the case within the memory of man, or do you mean in your own time?—Within my recollection.

55,122. Can you give us any documents by means of which we could see the rental of these 34 farms at the beginning of the century, say in 1815?—No, I have not prepared any details going back as far as that.

55,123. Nor in the forties?—No.

55,124. Do you say that the rents have not been increased within the last 40 years?—I speak from the year 1875.

55,125. Then you are not able to give us any information as to whether, comparing them with the middle of the century or the beginning of the century, rents have gone up or down?—No, I have not gone back as far as that.

55,126. With regard to clause 3 in the agreement which you have handed in, I see that the tenant has to repair, and is allowed proper timber, rough wood, and stakes in the rough, for the purpose, "but the carriage of such materials to be at the tenant's expense." Is there any complaint on the part of the tenants with regard to the carriage under that clause?—I never heard of any. They all seem willing to do it.

55,127. Are all the buildings in a proper condition now?—Yes, they are all in a very fair condition now.

55,128. Very fair?—Yes; everything that is necessary.

55,129. Are they in as good a condition as buildings in the neighbourhood generally?—Yes, better than they are generally.

55,130. I see that in clause 10 in the agreement there is a reference to the custom of the country. Would you mind telling us what the custom of the country is—what construction you place upon that term. I will tell you what

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[Continued.]

Mr. Brynmor Jones—continued.

is in my mind; in some of the books, say Dixon's Law of the Farm, the customs of some of the counties are given. I only wanted to verify from you what is there stated?—As to tenants' compensation upon outgoing?

55,131. That is exactly what I am seeking from you. You mentioned the words "custom of the country," and I want to know what is understood by the words "custom of the country" in this part of Wales?—The incoming tenant can enter upon the land any time after Michaelmas for cultivation; the outgoing tenant holds the house and boozy pasture until the 1st of May; the outgoing tenants are compensated according to a schedule which we generally attach to the agreement, which is fixed upon by the Shropshire Chamber of Agriculture. I would like to hand in a schedule of that compensation, as perhaps that is what you require. *(The schedule was handed in.)*

55,132. Is that the schedule approved by the Central Chamber?—That is the schedule approved by the Shropshire Chamber, which we attach to the agreement.

55,133. In your experience there have been no instances of any harm arising upon this estate under the Agricultural Holdings Act, 1883?—None, whatever.

55,134. Has your attention been directed to that Act at all; have you had to consider it in reference to any other estate or any other property?—No, not at all.

55,135. Then it is not much use my asking you whether you think the Act can be improved or not?—No. It is practically a dead letter. I know very little about it. We have no cases under it.

55,136. With regard to clause 12—the game clause—in your recollection has the operation of that clause given rise to any difficulty at any time?—Never to any difficulty.

55,137. Farmers have never expressed a wish that they should have some right in the game?—I never heard of it. They are always pleased to find whatever game they can for the landlord.

55,138. With regard to clause 14, the insurance clause, is that a usual clause, by which the obligation of insuring the farm buildings is upon the tenant?—It is always usual.

55,139. In Denbighshire you think it is always the case?—I believe it so.

55,140. Have the farmers found any difficulty in paying their rents, so far as you know, during the last few years?—No; they pay them very well.

55,141. Then you do not think that the depression has been much felt in Denbighshire?—Well, you see, they have been met by the landlord to a very great extent. The depression, no doubt, has been felt.

55,142. Farmers have not, I suppose, been making money of recent years. They have not been saving money?—That I cannot say. They will be better able to answer that question themselves.

Mr. Brynmor Jones—continued.

55,143. Just going back to the game clause, is any of the shooting let by the owner?—Sometimes.

55,144. Has that given rise to any complaint from the tenants?—I may say that the shooting has never been let on the farms.

55,145. What do you mean then by saying it has been let?—The cover shooting is let sometimes.

55,146. Then no complaint from a tenant has reached you in reference to the conduct of any lessee?—Never.

55,147. I was asking about the condition of the farmers; do you think they have been saving money lately?—It is impossible for me to tell.

55,148. I suppose you mix with them a good deal, do you not?—Yes; but still one does not get to know their private means.

55,149. You do not talk to farmers about their position and financial affairs?—No, it is not part of my business to do so.

55,150. You are on friendly terms with them, I suppose?—Certainly—the best, I believe.

55,151. You do not have any conversations with them in reference to their business?—Not in reference to whether they are saving money or not.

55,152. With regard to the supply of labour, is the supply of labour in this neighbourhood and on this estate as great as it formerly was?—It is quite sufficient. There is never any difficulty.

55,153. Do most of the labourers live in cottages which they rent from different people, or are they housed and boarded by the farmers?—The labourers live partly in cottages, and are partly boarded by the farmers in the house.

55,154. What is the general rate of wages of a labourer living in a cottage of his own?—I am not prepared to go into the details of that question.

55,155. What is the rate of wages of labourers living in the farmhouse?—About 15s. to 18s.—it varies.

55,156. Is that higher than when you first knew this district?—Yes, it is; and I understand it is higher considerably than what it used to be.

55,157. Has the price of stock come down within your recollection during the time of your connexion with this estate?—I am not prepared with details as to that matter.

Mr. Griffiths.

55,158. You say that you are well acquainted with all the tenants on the estate?—Very well acquainted with them all.

55,159. Generally the applicants for the farms come from the surrounding neighbourhood; they do not come from other counties outside, do they?—Well, occasionally; not often.

55,160. Then, as a rule, you know what their religion and politics are when they come to apply for farms, and you do not require to ask them any questions?—I do not bother my head about it.

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[Continued.]

Mr. Brynmor Jones.

55,161. One question more. Is there any Welsh spoken on this estate?—Yes, there is Welsh spoken; but all the tenants know English perfectly well.

55,162. For their own purposes among themselves some of the tenants do speak Welsh?—Not as a rule.

55,163. But some do?—Some do.

Lord Kenyon.

55,164. It is rather a case of some can and some do, is it not?—Some can and some do.

Mr. Griffiths.

55,165. Have you any rule on the estate as to the amount of capital required on different farms upon taking possession of a farm?—No, there is no rule.

55,166. As to how much per acre, I mean?—No. One has a pretty good idea, though, as to whether the capital is sufficient.

55,167. You speak of wiping out some arrears. What has been the cause of those arrears?—I suppose they could not pay at the time by reason of the depression. There is no doubt about that.

55,168. Is not the land tax generally considered to be a landlord's tax. I see the tenants on your estate pay it?—Yes, the tenants pay it, and always have done so.

55,169. Then, again, you spoke of some farms which you have put into a higher state of cultivation. Why should you do so?—Because they have been partially neglected.

55,170. You could not get a tenant to take them?—No, it was not that. It was considered better to put them into a higher state of cultivation, and to improve them generally before letting them.

55,171. You have had some dairy lectures in the neighbourhood, have you not?—Yes, occasionally.

55,172. Have you had any lectures on poultry farming?—None.

55,173. Do you not think it would be a good thing?—Possibly it might.

55,174. Do you think that farmers, as a rule, know much about poultry farming?—Some do and some do not.

55,175. How do you account for the rates having decreased so much. We have found that in other parts the rates have increased?—I do not know whether I can say how it is.

55,176. Have you less poor in the neighbourhood?—Yes, I should say so.

55,177. Have you done away with the turnpike gates?—Yes, but our roads are very economically managed—uncommonly so, and they are in very good order.

55,178. Do you employ any keeper on the estate?—Yes.

55,179. Have you a home farm attached to this estate?—Nothing worth speaking of.

55,180. Then you are not in a position to say whether the abatements given to the tenants

Mr. Griffiths—continued.

are sufficient to meet the present depression?—I have always considered they were.

55,181. But you cannot practically say?—No. It is from my general knowledge, as I am always amongst the farmers, and I know pretty well what is what.

Mr. Richard Jones.

55,182. You say that you have received a special training for the office of agent; does that apply to office work alone?—Every branch of estate management.

55,183. And you have experience of farming?—Yes.

55,184. And know the value of land?—Yes.

55,185. You said that, in resuming the occupation of a field or plot out of a holding for the sake of planting, &c., compensation by arrangement is always given. Could you supply the Commission with any instances where compensation has been given?—I do not know that we ever have planted any ground in that way.

55,186. No, but there is an assumption in the reply which I have here, that ground has been planted?—Not for planting.

55,187. For any other purpose?—Yes.

55,188. What?—Railways and works of different descriptions.

55,189. In those cases compensation has been given?—Yes, always given.

55,190. And the rent reduced?—Yes.

55,191. Has any timber cutting taken place on the estate?—Yes, from time to time.

55,192. Has any damage been done?—Sometimes—occasionally—not often.

55,193. Has any compensation been given?—Always.

55,194. Have you any instance?—Yes, I can give you instances.

55,195. Will you supply them?—Yes.

The witness handed in the following statement:—

“Damage to Farms, by drawing out Timber, paid by Landlord.

	£	s.	d.
1885, December 12th.—William Williams, Werntower Farm. Damage done by Mr. Nuttall's teams in drawing out trees from paddock in front of house	1	10	0
1886, June 30th.—John Jackson, Caeaugwynion Farm. Damage done by Mr. Nuttall's teams in drawing out trees in Top Ley	10	0	0
1892, March.—John Hughes Pentre Farm. Damage done by Mr. Williams' teams in drawing out trees	2	0	0
1893, January.—Enoch Davies, Caeockyn Farm. Damage done by Mr. Williams' team drawing out trees from Gelli Wood into meadow	5	0	0

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[Continued.]

Mr. Richard Jones—continued.

55,196. I suppose the tenants make up the gaps after timber cutting?—No, we make them up ourselves.

55,197. You say the usual rent of upland farms is from 12s. to 20s. an acre. Does that include mountain land?—There is very little mountain land—none worth speaking of.

55,198. Where would this land worth 35s. an acre lie?—In the lower part of the parish.

55,199. The Chirk parish?—The Chirk parish.

55,200. It would not be accommodation land?—No. These are all farms.

55,201. I suppose that would be about as good land as you would get in the county?—Yes, it is very good land.

Mr. Seebohm.

55,202. Arable or pasture?—Mixed.

Mr. Richard Jones.

55,203. You say that, in accepting a tenant, proof of sufficient capital has to be produced. Do you ask what amount of capital the man has?—Not exactly. One finds out in different ways.

55,204. What capital would you consider sufficient. How much per acre would be necessary, do you think, for a man to stock a mixed farm?—You cannot lay down any rule; it varies.

55,205. Can you give me somewhere near it?—It varies considerably. I would not like to say.

55,206. You will not hazard an opinion?—You cannot lay down any rule.

55,207. In 1875 you say the rents of some of the farms were increased, but since then they have been considerably reduced. Have they been reduced to the standard of the years previous to 1875?—Considerably lower.

55,208. Lower than the rental before they were advanced?—Lower than the rental before 1875.

55,209. Have you made abatements on those reductions as well?—Yes.

55,210. Were the farms generally advanced in 1875?—No, not generally—in some cases only.

55,211. Was there a revaluation of the whole estate made?—A partial revaluation.

Mr. Seebohm.

55,212. You stated, I think, that no permanent improvements were made by the tenants?—Never.

55,213. Suppose that a new dairy house was required to be built upon a farm, what sort of arrangement would you make; would the landlord do the whole of it?—Entirely.

55,214. And there would be no haulage?—He would do the whole, haulage excepted.

55,215. How do you deal with the haulage. Supposing that a tenant died very soon after executing a considerable amount of haulage, how would you meet that?—He would be fairly dealt with, no doubt.

Mr. Seebohm—continued.

55,216. I mean would he receive any compensation for it under the custom of the country?—No, not under the custom of the country.

55,217. You mentioned a schedule which is approved by the Chamber of Agriculture did you not?—Yes.

55,218. Would that apply to haulage at all?—No, it does not apply to haulage at all.

55,219. There is no item as regards haulage?—No.

55,220. Do you think it is right and just that there should be no mention of that?—I do not think it is necessary. We should have no difficulty with regard to arranging it.

55,221. But supposing that your estate was sold to a new purchaser, would the rights of the man who had just done the haulage be sufficient to protect him?—Possibly there might be some arrangement in that way.

55,222. You mean that under the existing custom he would not be protected, and he would be in fact at the mercy of the purchaser?—Yes, I suppose he would in such a case as that.

55,223. With regard to your farms they are mostly mixed, I think you said?—Yes, mixed.

55,224. Is there much difference made in the custom of the country as regards the rights of the pasture farms and arable farms?—No, the farms as a rule are much about the same.

55,225. Would you say that in a pasture country a different set of rules would be required as to the outgoing tenant and the incoming tenant as compared with arable farms?—Possibly, but I do not go outside this estate.

55,226. What was the Chamber of Agriculture which made this schedule. Was it a local chamber?—A local chamber—chiefly farmers.

55,227. Of the county?—Yes.

55,228. Of the whole county?—The whole county.

55,229. Was it considered that that was justly done?—Yes, I believe so. I have always understood so.

55,230. It commanded public consent?—Certainly.

55,231. And the farmers were represented, I presume, when it was drawn up?—Yes.

55,232. Does it differ much from other schedules in other districts?—It does differ perhaps in some instances, but there is no material difference.

55,233. Has nearly every district in this part of the world its own schedule which is settled by its Chamber of Agriculture, or is there a general schedule?—Yes, I think it is usual in most districts.

55,234. Do you consider that a certain amount of elasticity is necessary in a schedule. Do you consider that it is best for the schedule under the Agricultural Holdings Act to be cut and dried for the whole of the country, or do you think that does not meet the requirements for each particular district?—I believe it does not. It is always considered that the schedules which are used instead are more satisfactory.

55,235. Do you think that the Chambers of Agriculture in the different districts would be

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[Continued.]

Mr. Seebohm—continued.

the right bodies to fix what the custom of the country was, or could you suggest any better tribunal for that purpose?—No, I should think that they are the best. They are the farmers' representatives and the landlords' representatives.

55,236. Supposing it were necessary, or thought desirable to make a change in this schedule, would there be any practical difficulty. Supposing, for instance, with regard to haulage, it was desired in this district that the haulage should be dealt with in a particular way, would there be any practical difficulty in that being included in the local schedules?—I should say not. I do not think it is necessary myself.

55,237. Would you approve, for instance, of such a suggestion as this, that if a local schedule was formed which met the justice of the case in a particular district it should in some way or other acquire the sanction of the law of the land, and be fixed bindingly upon landlord and tenant?—It might be, but I do not think that it is a grievance at the present time. I never heard of it being so.

55,238. Have you had any sales of estates in this district?—No, not in this immediate neighbourhood.

55,239. Not recently?—No.

Mr. Grove.

55,240. You say that you make abatements, and that you give notice of the abatements?—Yes.

55,241. What length of notice do you give?—It varies—about five or six weeks, probably, or a couple of months.

55,242. Do you think there is sufficient labour upon the land generally speaking?—Yes, I think so, as a rule.

55,243. And sufficient cottage accommodation for the necessary labourers?—Yes. I am speaking now of this estate only.

55,244. You think that applies to your estate?—Yes.

55,245. Do you think that it applies generally speaking to the district, so far as you know?—I am not prepared to say.

55,246. You said, I think, no waste land is being reclaimed?—There is none on the estate.

55,247. There is none with you?—No.

55,248. Are there any large pieces of waste land that you know of that have been reclaimed, or that could be reclaimed?—I am not prepared with any evidence as to outsiders.

55,249. The poor rate, you say, was 1s. 4d. in 1853, and it is now 10d. in 1893. Have you the total rateable value of the union that it is based upon?—No, I have not.

55,250. You have nothing but the rate?—That is so.

55,251. Have there been any large industrial operations in that particular union?—Yes, there have.

55,252. That would increase the rateable value?—That would increase the rateable value, and diminish the rate.

Mr. Grove—continued.

55,253. So that the chances are, that although the rate is less, the expenditure of the union may be more?—Possibly it may be, but I am not prepared with the figures.

55,254. Exactly. Have there been any sales of property recently, or within the last few years within your district?—None with which I have been connected, or that I know anything about.

55,255. If there had been sales, you would not know the details of them?—No.

55,256. But, as a matter of fact, have there been any large changes of property in the district lately?—Not to my knowledge.

55,257. You say the railways are not much used. Is it because they are placed inconveniently for the district?—No, not at all. I mean it is more convenient to use the roads.

55,258. But why are the railways not used. Are the rates considered too high. I mean do you think that the farmers prefer to keep away from the railway and use horses because of the charges of the railway?—Oh no. I seldom hear them complained about.

Sir John Llewelyn.

55,259. Has this scale of allowances proved satisfactory?—Always.

55,260. During 10 years' experience?—Yes.

55,261. It has not been much altered?—It has not been much altered.

55,262. Has it been altered at all?—Slightly I believe; not to any great extent.

Lord Kenyon.

55,263. You have in this country a light railway, I think?—We have, my Lord.

55,264. Do you find it satisfactory?—Oh, yes.

55,265. We have heard a good deal in other parts of the world, in Cardiganshire particularly, of applications for light railways. Do you think, from your experience of them in this neighbourhood, that they are good things?—There is no doubt about it.

55,266. Do the farmers use them at all for carrying their produce?—Yes, but not to any very great extent. It is more a mineral line, and not much used for other things.

55,267. It runs by the side of the highway?—Yes.

55,268. Does it frighten horses?—Not that I know of. I do not think so.

55,269. It has never been found to be an inconvenience?—It has never been found to be an inconvenience.

55,270. It was a private enterprise?—Yes.

Chairman.

55,271. I want to ask you one question. You told us that the expenditure on the estate was 8,026l. between 1880 and 1893. That is so, is it not?—Yes.

55,272. Will you kindly refer to your figures again?—Yes—8,026l.

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[Continued.]

Chairman—continued.

55,273. Then the permanent reductions were 3,429*l.*, is that right?—Yes, those are the figures.

55,274. And the abatements, that is to say, temporary abatements—?—Yes, temporary abatements—remissions in my time.

55,275. Temporary abatements, which, if things went better, would not be given next year?—No, they are only given from time to time to meet the depression.

55,276. They amounted to 6,240*l.*?—Yes, those are the figures.

55,277. Then of course you take out the expenditure, because naturally the estate must be kept up, or else it would bring in nothing; so that, taking out that 8,026*l.*, all that the landlord of this estate, so far as I can see, has lost is in permanent reductions, and in abatements, which come to 9,670*l.* added together—say 10,000*l.*?—Yes, those are about the figures.

55,278. In round numbers put on 400*l.* more, and it makes 10,000*l.* The estate brings in 5,700*l.* annually?—Yes. The farms.

55,279. From 1880 to 1893, in 13 years, the landlord has received from his estate 70,000*l.*?—Yes.

55,280. Then all that he has given back is 3,426*l.* in permanent reductions on the 70,000*l.*?—Yes.

55,281. And in abatements 6,240*l.* Then out of the 70,000*l.* practically the landlord has only lost in these very bad times 10,000*l.*?—Yes, but he has spent a good deal on improvements and repairs of one kind and another.

55,282. But you must put those on one side?—But a good deal of those are not necessary.

55,283. Well, of course if you do unnecessary improvements, that is your own business?—They are not absolutely necessary, I mean to say the landlord is not obliged to do them.

55,284. But the landlord keeps up his estate in a proper way, and, of course, if he does unnecessary improvements, that is his own lookout?—I do not say that the improvements are unnecessary.

55,285. You do not mean that?—But I say there were very considerable improvements made, which he was not obliged to spend money upon, perhaps.

55,286. No man is compelled to make improvements?—I mean beyond keeping it in repair.

55,287. There is no compulsion in improving the estate at all. He spent in 13 years, 8,026*l.* Then he has received from this estate 70,000*l.*, and in abatements and permanent reductions, he has returned 10,000*l.* Is not that so?—Yes.

55,288. In these bad times, he has received out of 70,000*l.*, 60,000*l.* Do you not make that out to be so?—Yes, that is about it, but he might have given them a larger percentage in remissions, and spent less on improvements on the buildings and so on.

55,289. I do not speak of what he might have done, or what he might not have done; I only speak of what he has done?—Yes. Those figures I gave you, are correct, they are the actual figures.

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Chairman—continued.

55,290. Then, we can take it from you that out of 70,000*l.* rental on the Chirk estate, 60,000*l.* has been received in 13 years, and 10,000*l.* has been given back?—Yes, in round figures.

55,291. You told us that there was 23 per cent. diminution of the rental, but then you put in the improvements and reductions?—The improvements and reductions amount to 22 per cent.

55,292. But the reductions and abatements only come to 10,000*l.* in 13 years, on 70,000*l.* rental?—Yes, that is about 14 per cent.

55,293. There is 14 per cent. reduction, and all the rest was spent on the improvement?—Exactly.

Lord Kenyon.

55,294. Would you say that this country has suffered as much from bad times as others?—No, I should say not. I should say that we are better off than a great many parts.

55,295. 14 per cent, you think, would be sufficient to meet the depression?—Yes, I think it is a very liberal allowance.

55,296. So far as I gather from you, Mr. Biddulph has spent more than was absolutely necessary to keep the property in repair?—Yes, exactly.

55,297. He likes to see his estate in rather better condition than others about?—Exactly.

55,298. He carries it on, not as a speculation?—Not as a speculation.

55,299. He does not want to get as much as he can out of the estate?—No.

55,300. But to have it in good order?—Yes.

Mr. Seebohm.

55,301. Is it a wheat country?—Not to a very great extent.

55,302. That would be a reason, perhaps, why there has not been the usual amount of depression?—Yes, that helps.

55,303. With regard to these permanent improvements that have been made, you would deduct them, would you not, from the gross rental, in order to get the net rental. In deducting the 8,000*l.* odd, which you did before, that was in order to get the net rental, and it would reduce the net rental to 62,000*l.*, instead of 70,000*l.* in 10 years, would it not?—I do not quite understand you.

55,304. I was merely trying to get at what you meant by deducting the 8,000*l.* which you have spoken of that was spent upon repairs and improvements?—I wanted to show what the landlord was out of pocket really.

55,305. But his net rental was not 70,000*l.*, but 62,000*l.*, so that the 8,000*l.* odd was what he gave, plus the 10,000*l.* to his tenants?—Yes.

Chairman.

55,306. The following questions are handed in by Mr. F. Llewellyn Jones:—"You say that all

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[Continued.]

Chairman—continued.

"the farm houses and buildings on the estate are in a good condition?"—Yes.

55,307. "What about the house at Wern Tower. Is not this house in a deplorable condition, or have you lately repaired it?"—The late storms did considerable damage; but the repairs have been done. We had a great storm in the early part of the year, which did very considerable damage all over the property.

Lord Kenyon.

55,308. That was a storm in February?—In February; it did very considerable damage all through the estate.

Chairman.

55,309. That house has been repaired?—It has been repaired.

55,310. "Did the wall of the cowhouse fall down lately." I suppose the cowhouse was in the back part?—It did fall down some two years ago.

55,311. And it was repaired?—It was repaired; it was put up again immediately.

Mr. Richard Jones.

55,312. What state was the house in before the storm?—At Wern Tower.

Mr. Richard Jones—continued.

55,313. Yes?—It was in a fair state; it was an old house of course.

55,314. And as to the building before the wall fell?—Well, of course it must have been getting a little bit bad. The wall went down, and it was built up again.

Lord Kenyon.

55,315. Can you make any estimate of what that storm cost the estate?—No, I made no estimate; but it was a very considerable amount.

55,316. 300*l* or 400*l*?—Fully.

Mr. Brynmor Jones.

55,317. Do I understand you to say that the house at Wern Tower was in a bad state before the storm damaged it?—Not at all; it is rather a bleak spot.

Chairman.

55,318. The following question is put by Mr. J. E. Vincent: "Were there not some good years in the period from 1880 to 1893?"—Yes, there were; times did improve.

The witness withdrew.

Mr. RICHARD EDWARDS called and examined through an Interpreter.

Chairman.

55,319. This is your evidence?—Yes.

55,320. You wrote it in Welsh?—Yes.

55,321. And it has been translated to you, and is accurate?—Oh, yes; quite.

[The following statement of the witness was read:—]

The evidence of Richard Edwards, tenant of Tyntwll, in the parish of Llanarmon Dyffryn Ceiriog, in the county of Denbigh, on the estate of Colonel W. Cornwallis West, Ruthin Castle.

The Relation between Landlord and Tenant.—I am 74 years of age, and have been a tenant of Colonel West, his brother, father and grandfather. My family have been living in Tyntwll for about 150 years. I have never heard any of my family mention, nor within my own memory have I known that any one has been compelled to leave his farm against his will. I believe that it is the desire of Colonel West that his tenants should be comfortable. He has at all times shown every sympathy towards them, and every desire for their success, and he is building and repairing on his estate as quickly as can be reasonably expected, considering the circumstances and the exposed nature

Chairman—continued.

of the country. Buildings will not last long in this part of the country, as the weather is so stormy. Notwithstanding this, the work might have been done earlier in the year.

Game.—In the part of the parish where I live we are not troubled with game, but I cannot say how it is in the part nearest the plantations. Before the passing of the Ground Game Act, 1880, Colonel West used to give his tenants permission to kill rabbits during two months of every year, and after the Act was passed it was adopted on the estate without delay, and we are under it to-day. Also when the Agricultural Holdings Act was passed Colonel West did not, although he had the power to do so, contract himself out of the Act, but I do not know of a single landowner of any importance in the surrounding neighbourhood who has done the same.

Rent.—As a rule the amount of rent is fixed by valuation, and I remember four different valuations during my tenancy. The first was that made by Mr. Aytes about 45 years ago. The probability is that that valuation was not adopted, inasmuch as an advance of 1*s.* 6*d.* in the pound was made on all without distinction. The second was the valuation made by Mr. Hill, about 38 or 40 years ago. After Mr. Hill's valuation all the

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[Continued.]

Chairman—continued.

farms remained unlet for 18 months, and during that period Mr. Hill worked a slate quarry at Blaen-y-cwm, at the upper end of the valley. He was therefore in the habit of travelling backwards and forwards along the valley during different periods of the year. He told me himself, during that period, that he was glad the farms were not let at his valuation, that he had seen the country during different seasons of the year, had noticed the great length of the winter, and also the two recent harvests, and that in consequence he had altered all his figures on all the farms. The third valuation was that of Mr. Jenkins, made about the year 1873. Mr. Jenkins came from the Vale of Clwyd, and I consider a person from a place like that totally unfit to value land in a country like ours. I have never in my life seen but few years together when the tenants were able to pay on this valuation, and I have no doubt whatever that his valuation has done harm to the estate, and to the circumstances of the tenants. In the course of a few years after this all the tenants made an appeal in writing to Colonel West for an abatement of 10 per cent. in their rents. This appeal was signed by all the tenants, and forwarded to Colonel West through an agent in Oswestry. After waiting long for a reply to this petition, I wrote a letter to Colonel West personally, to the same effect, and for a still larger abatement in the rent of one farm, as it was exceptionally high. An immediate reply was received, granting a general abatement of 10 per cent., and in the case of the above-mentioned farm an abatement of 18 per cent. This abatement was granted for some time. One of the tenants asked permission to appoint a valuer to meet the one appointed by Colonel West, for the purpose of valuing his farm. This was granted, and, as the tenants were unwilling to pay the old rent, Colonel West sent his own valuer, Mr. Williams Middleton, to value the remainder of the farms. Mr. Williams understood the nature and circumstances of the neighbourhood, having himself held a farm there. When at the office I asked to be allowed to see his valuation, but I was refused, although the copy was lying on the table before me at the time. Farming has become considerably worse since then, wages have increased, and we have been under the necessity of asking several times for an abatement of 10 per cent., which has been granted.

Politics.—The tenants on this estate have, as far as I can remember, enjoyed absolute political and religious freedom so far as the landlord is concerned.

The Land and the Church.—During the period over which my memory extends the matter which has been the source of the greatest discontent amongst us as tenants has been the influence exercised by the clergy of the Establishment over the agents of the estate. I am of opinion that this has been a disadvantage to us at the time when the alteration was made in the manner of collecting the tithe. According to the new method

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of collecting the tithe the average annual value of the tithe is calculated at 220*l.*, but we went around and collected all the several amounts of the tithe in the parish but failed to get them to more than about 180*l.*, and I attribute this to the influence of the clergyman upon the estate agent at that time. I never remember the tithe being collected in kind from Tyntwll, but I was in the habit of paying its value in cash, with the exception of the eggs which were collected at Easter. Its annual value on the average of a few years amounted to about 8*l.* or 9*l.*, but the first payments under the new system of collection amounted to nearly 13*l.* a year. In the adjoining farm, Blaen-y-cwm, no tithe was chargeable under the old system, but under the present it is subject to a tithe of 2*l.*

Notices to Quit.—Shortly after this the clergyman and the estate agents resolved to banish the Nonconformists from the country, and several of the tenants at this time received notices to quit their holdings, and among them one of the tenants of Sir Watkin Williams Wynn. These tenants failed entirely to get their farms, although they applied for them repeatedly, while their farms were constantly walked over by intending applicants. At this crisis they were urged to lay their case before Mr. Williams, chief solicitor to the late Mr. F. West, and two friends waited upon him for that purpose. Mr. Williams called the agent, the late Mr. Smith, there, and after hearing all the particulars he commanded him that night to send to all the tenants authorising them to proceed with the cultivation of their farms, at the same time warning the agent that if ever he interfered with the tenants in that manner again it would be reported to Mr. West, and that he (Mr. Smith) would know the consequences. In the meantime Sir Watkin's tenant had completely failed to get his farm back, which in fact had actually been let to another. At this juncture he was induced by a friend, Mr. David Williams, Pentrevern (father to Mr. Williams, Middleton, the person who had made the last valuation of Mr. West's estate), to go to Wynnstay to see Sir Watkin personally. This he did, while Mr. Williams accompanied him there. They met with a warm reception from Sir Watkin, and the tenant left with a command to proceed with the cultivation of his land, also a letter to the agent, the late Mr. Croxon. This latter gentleman did not retain the agency long after this occurrence.

Education.—Another instance of the same influence is to be found in the dissensions which have taken place in this parish in connexion with the matter of education. A great many years ago my father sold a place called Maengwyn to Mr. Wilson Jones, who was then owner of a few farms in the neighbourhood, and in the bargain he obtained a plot of land on lease for the purpose of erecting a plate to preach the Gospel, and to keep a day and Sunday school. The building was erected entirely through the voluntary offerings of the Nonconformists, while the

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monthly meeting of the Calvinistic Methodists for East Merioneth contributed 60*l.* towards the undertaking. The building was used for preaching and for holding a Sunday school on the Sabbath, and a day school on week days. During the lifetime of the then rector, the Rev. Mr. Williams, perfect tranquility prevailed. At his death, however, he was succeeded by the Rev. Morgan Davies. Sometime after his advent to this parish, the Rev. Morgan Davies and Mr. Smith, agent to the late Mr. West, discovered that the Nonconformist friends had neglected to obtain a proper lease on the place. After a great deal of agitation, it was ultimately taken from the Nonconformists, and transferred to the National Society, and a national school held in it. (I ought to have mentioned that the notices to quit previously referred to had been given the year after this event had occurred.) However, as the children who attended the day school were compelled to attend church on Sunday, and to learn the Church catechism in school, the parents kept the children at home, and the school had, therefore, to be closed. During this period the building went out of repair. After the death of the Rev. Morgan Davies, he was succeeded by the Rev. David Davies. On the condition that the school should be perfectly free and unsectarian, he prevailed upon the parishioners to repair the building. This was done, and, if I remember rightly, the whole cost, amounting to about 15*l.*, was contributed by the parishioners. For some time all went on smoothly, but another attempt was made to compel the children to attend church on Sunday, and to learn the Church catechism. The result was that the children were again kept home, and the school was closed a second time. About this time the late Mr. West visited the neighbourhood, and observing that his gamekeeper's children (Mr. Daniel Edwards) were at home, he inquired the reason. In reply, the history connected with the school was related to him. In reply, Mr. West said that the people must have their liberty, but he was afraid that he had allowed the school to go too far out of his hands to enable him to compel the rector to grant this liberty, but if he, the rector, refused, he, Mr. West, could build another school, and would do so. He requested Mr. Edwards to go around the neighbourhood on the following day to solicit promises, and he undertook to pay the salary of the teacher. The end of this was that the rector promised to grant the liberty sought, and the school was opened. In course of time, the rector quarrelled with the schoolmaster, because the latter refused to bring the children to church, and as a result, the schoolmaster left the church and came to chapel. After this, a school was held by the parishioners in one or other of the chapels just according to how they were able to obtain teachers. When the British and Foreign School Society was established an application was made to Sir Hugh Owen for assistance from that society, and in reply a copy of the minutes of the Committee

Chairman—continued.

of Council on Education was received (1843-44). This report shows that a school already existed in Llanarmon, and that the dimensions of the buildings were 32 x 45 feet, with a court in front, that the National Society had made a grant of 10*l.* towards it, and the Government 20*l.* As I stated before, the parishioners had collected a sufficient sum to defray the expenses of repairing and furnishing the schoolroom, so that this was the first intimation the parishioners had received that either the National Society or the Government had contributed anything towards the school. Moreover, the building remains to this day, and only measures 28 x 25 feet. The attention of the Education Department was called to the matter, and at the same time a detailed statement of accounts in relation to the repair and furnishing of the rooms, together with a list of the subscriptions from the parishioners. Correspondence also took place between the Department and the Rev. David Davies, who by this time had removed to Llanfair Caereinion. He supplied the Department with some accounts, and stated that he had destroyed the whole of his papers on leaving, that he had by this time become blind, and was therefore unable to supply them with any more information. This concluded the transaction.

Remedies.—Agriculture has arrived at a very low ebb, and some succour must speedily come. I believe that a land court would do good, but I would wish that freedom should be extended to the landlord and tenant to come to terms before bringing their case into the court, and that the court shall not be compulsory on any one, or I am of opinion that it will do away with that sympathy which ought to exist between landlord and tenant. Rating ought to be equalised in such a manner that instead of land having to pay the whole burden, as at present, other kinds of property such as trade, &c., should also bear a portion. I believe that a duty put upon foreign produce would harm the farmer, more especially the Welsh farmer, for instance, if a duty were put upon wheat, it would increase its cost to us, we would have to purchase it, as in the case of two out of every three harvests our home-grown wheat would be damaged by the frost before it could be harvested, and therefore would be unfit for our working men to eat.

Sir John Llewelyn.

55,322. Tyntwll is near Llanarmon, is it?—Yes.

55,323. Is that a place where some time ago there were some tithe troubles?—No.

55,324. It is not the same Llanarmon?—No, that is Llanarmon Ial.

55,325. Now I will come to the valuation of your own farm. What rent do you pay?—67*l.* I believe.

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Sir John Llewelyn—continued.

55,326. Was that Mr. Williams' valuation or Mr. Hill's valuation?—I do not know what is Mr. Williams' valuation quite.

55,327. I thought you were satisfied with Mr. Williams' valuation and not satisfied with Mr. Hill's valuation?—It is a valuation of Mr. Williams'.

55,328. Mr. Hill came from the Vale of Clwyd, is that so?—No, Mr. Hill came from Oswestry.

55,329. Do I correctly follow you that you are not satisfied with Mr. Hill's valuation?—Mr. Hill was not so unreasonable at that period. Times went worse since then.

55,330. When you appealed to Colonel West, Colonel West did reduce the rent?—He made an abatement, but not a permanent reduction.

55,331. Was the reduction a permanent reduction or an abatement?—This was after Mr. Jenkins' valuation, it was a temporary abatement.

55,332. Has it been continued?—We had a valuation by Mr. Williams after that.

55,333. Is the rent now based upon that valuation?—I told you before in my evidence that they refused to let me see that valuation, but it is my opinion that it is not quite that valuation.

55,334. I will not trouble about that. Are you paying 67*l.* now?—I do pay 67*l.* now.

55,335. What were you paying before?—Mr. Jenkins had valued it up to 85*l.*, but we only paid 75*l.*

55,336. Has it come down then from 75*l.* to 67*l.*?—By valuation, sir. We had a man who understood how to value, not a man from another country.

55,337. Leave the valuation. I want to know the facts. Did you pay 75*l.*?—Yes.

55,338. And you pay now 67*l.*?—Yes.

55,339. Is that a permanent reduction or not?—That is the rent now.

55,340. Then I suppose you pay your rates upon that?—We pay the rates and the tithe ourselves.

55,341. Do you pay the rate upon that valuation? What are you rated at in the rate-book?—I believe the rateable value is about 60*l.*, so far as I remember.

55,342. It is a permanent reduction, and not an abatement?—It is a permanent reduction, according to the other valuation.

Professor Rhys.

55,343. I did not quite understand what you said about the two amounts of tithe just now, the 220*l.* under the commutation, and the 180*l.* which you were able to collect. Can you explain that?—The average on the clergyman's book for seven years was 220*l.*, and I thought it was not as much. We went round the country in order to find out how much every one paid.

Professor Rhys—continued.

55,344. And how much did you find it to be?—I found it to be 180*l.* We had nothing to say, but that the tithe was upon the land, and the agents were willing for it to remain so.

55,345. Making a sum of 220*l.*?—Yes. That stood.

55,346. You mentioned a school-room just now only 28 feet by 25 feet. How did it come down to that from 45 feet by 32 feet?—It did not become less. The building is there now. It never was as large as that, only in the idea of the clergyman when he made the application to Government.

55,347. The application to Government for what?—For money.

55,348. And the school never was of that size?—It never was, and it is not now that size.

55,349. Would he have a grant according to the size of the school towards the building of it?—I do not know that. It is beyond my knowledge.

55,350. How do you know about Mr. Williams warning the agent, Mr. Smith, in the way you described just now?—The two men who were with him said so.

55,351. What were their names?—Jones, Tŷ Gwyn, and Roberts from Llanrhiadr. The two went to Mr. Williams to lay their case before him.

Mr. Grove.

55,352. When a valuer goes over the land do you think he ought to see it once or twice at different seasons?—I do unless he understands the nature of the country.

55,353. Do you consider that a land court would be any good?—Taking the whole kingdom through I should think it would, but I am of opinion that the landlord and tenant ought to have an opportunity of coming to terms themselves before appealing to the land court.

55,354. But supposing they cannot agree, then you want a land court to bring them to proper terms one with the other?—Yes.

Mr. Brynmor Jones.

55,355. Mr. Interpreter, will you repeat the answer given by the witness in reference to the land court. You used the word "kingdom." I want to hear what word the witness used.

(The Interpreter.) Teyrnas—kingdom.

Mr. Grove.

55,356. We understand your view to be that the landlord and tenant should try to come to terms first?—Yes, I do say so, for the sake of good feeling.

55,357. We are glad to feel that in many cases, in most cases, probably, they would do so, but if they did not do so, what would be the

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Mr. Grove—continued.

office of the land court in your opinion?—I believe it would be an advantage to the landlord as well as the tenant, that either of them might appeal to the court.

55,358. After they have tried themselves to mutually settle?—Yes, of course.

Mr. Richard Jones.

55,359. You say here that Colonel Cornwallis West did not contract himself out of the Agricultural Holdings Act, although the adjoining landowners all did so. To what Act do you refer, to the Act of 1875, or to the Act of 1883?—The Act that was first passed in the time of Mr. Disraeli. I simply mentioned that, in order to point out that the landlord, unlike most landlords, did not take advantage by contracting himself out of it.

55,360. You say that the tenants signed a petition to Colonel West for an abatement of 10 per cent., and that the petition was sent through an agent in Oswestry, and that they had to wait for a long time for a reply. Do you mean to allege that the agent did not send the petition at once to Colonel West?—I cannot tell. I say nothing unless I am pretty sure.

55,361. However, you received a reply immediately after you wrote personally to Colonel West?—Yes, within about four days, and he assented to my request.

55,362. What was the date of this petition—in what year was it sent?—I do not remember; I should think about 15 years ago; I do not know, indeed.

55,363. Was the abatement granted annually for some time?—Yes, they made an abatement for some years after this.

55,364. Without any application for it?—Yes. I think without asking for it, so far as I remember.

55,365. Do you mean to allege that the clergyman of the parish pocketed the difference between 180*l* and 200*l*, which was not really due to him?—Well, he received it, whatever.

55,366. Have you any foundation for this story, that the agent, Mr. Williams, sent to Mr. Smith, to send to all the tenants to proceed with the cultivation of their farms?—I have no foundation for it, with the exception of my memory. I remember the persons who had been with Mr. Williams.

55,367. And Mr. Williams had told them?—I remember John Evans was one; he came up that very night to say so.

55,368. Is Mr. Smith alive?—I do not know, indeed.

55,369. He is not in the neighbourhood?—He went to Ruthin from our place; I do not know whether he is alive, now.

55,370. Did he remain on the estate for any time after this?—Yes, for some years; he removed to Ruthin on the estate there. That lesson that he received from Mr. Williams altered him very much.

55,371. You contend that the tenants received notice in consequence of their action with refe-

Mr. Richard Jones—continued.

rence to the school?—In connexion with religion, sir.

55,372. In what way?—Because they were Nonconformists, and he wanted to fill the parish with tenants who would attend church.

Mr. Griffiths.

55,373. Is it well that a valuer should be one from the immediate neighbourhood, and be well acquainted with the farm he values?—That is common sense.

55,374. Do you know of any instances on the estate where the Agricultural Holdings Act has been acted upon?—I never saw the necessity for it; I have never seen anyone leaving, nor anything of the kind.

55,375. Did Colonel West object to the tenants combining to ask for a reduction of rent?—I cannot say. No, I do not think that at all.

Mr. Brynmor Jones.

55,376. Just to clear up the point about the tithes. Am I right in supposing that the complaint you make is, that the bargain between the parson and the agent with regard to commutation was not fair. Is that your complaint? I will put it in another way: Do you remember the time when the people were in the habit of paying the tithe in kind?—Yes, I do remember that; but as a rule we in our country used to have valuers. They used to come round and assess it, and we used to pay the amount.

55,377. Then this transaction in which the agent was brought in was a transaction in reference to commuting the tithe in that way?—The law at that time settled the average for seven years.

55,378. What I understood you to complain of was, that the agent and the parson made an unfair bargain. That is what I understood to be the meaning of your complaint?—My complaint is not that we had to pay in money instead of in kind, but that the demand in the parson's book was larger after the commutation than it was before.

55,379. Were you consulted in the fixing of the amount?—We held a vestry, and we sent people round to all the district in order to know what everyone paid. That only came to 180*l*.

55,380. Then what was the good of any further bargain, if the vestry arrived at that resolution?—The tithe was upon the land, and the agent consented to the 220*l*.

55,381. Then it really comes to what I say. You complained of the agent settling with the parson?—Yes, their influence one with the other.

55,382. Your farm is in the parish of Llanarmon?—Yes.

55,383. Llanarmon Dyffryn Ceiriog, or Llanarmon Mynydd Mawr?—Dyffryn Ceiriog.

55,384. Do most of the tenant farmers and the labourers in that parish speak the Welsh language habitually?—All.

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Mr. Brynmor Jones—continued.

55,385. Are they mostly Nonconformists in religion?—Yes.

55,386. Do you know a good many of the farmers in that parish?—I know them all.

55,387. During the last few years have they found it difficult to pay their rent even with the abatements and reductions that have been given?—Yes, they have—almost impossible to do so.

55,388. Are they worse off than they were when you were a young man, do you think?—Yes, they are, from wages and everything else having risen so much. It is very difficult to secure servants for a place like ours. Education will make it still more difficult for us to obtain servants, because it is far easier to carry a quill than to handle a spade.

55,389. What is the size of your farm?—I do not know the acreage of it, but it is mostly sheep land—grazing land.

55,390. In that case I will not ask you the question I was going to ask. Do you know whether any of the tenants in this parish have built or repaired buildings at their own expense?—Yes, a little, but as a rule the landlord does it.

55,391. Who does the haulage in that case?—The tenant does that.

55,392. Do you know Henry Hughes of Penybryn?—Yes, I do.

55,393. Has he repaired or built anything at his own cost?—I know nothing about his circumstances. I know the man.

55,394. Do you know Lewis Edwards of Llwythdir Issa?—I do; he is my brother.

55,395. Has he built any buildings or repaired any at his own expense?—I do not know. I cannot prove it.

55,396. Have you ever heard any complaints of the gamekeepers?—I do not know. If they have complaints let them come forward and say so. I am not going to say things of that kind. If they have any complaints let them come forward like men to say so.

55,397. After that answer am I to understand that you have never heard any complaints?—I cannot say that I have heard complaints that I can stand to. I do not listen to idle stories.

55,398. I did not ask you whether the complaints were well-founded, I asked you whether you had heard complaints or not. You have virtually admitted that you did, because you said you did not listen to idle stories?—That question has no connexion at all with my evidence.

55,399. No, not so far as you have given it, but you have given your evidence in chief, and it is now for the Commissioners to question you. It is hardly fair for you to give partial evidence and only to say what you like. I am asking you a very simple question; have you heard any complaints—I am not suggesting whether they are well-founded or not—and then I was going to ask you what kind of complaints they were?—The truth is that I have heard no complaints with any foundation in them in respect to the gamekeepers for many years.

Mr. Brynmor Jones—continued.

55,400. You do not complain, yourself, at any rate?—No, indeed, I do not.

55,401. Do the tenants of this estate take advantage of the Ground Game Act of 1880?—We do. I think that everybody knows it. No one says anything against us. Perhaps I might be allowed to say a word in respect to the keepers. Our landlord told me, himself, that he would like to have a gamekeeper who would co-operate with the tenants, but the tenants are the gamekeepers.

55,402. Do you remember the circumstances under which the tenant of Tyhwnti'rafon left some years ago?—The husband died; I know nothing else.

55,403. What was the farm let at, when the tenant died, what was the rent?—I do not know.

55,404. Did the widow, or any members of the family, remain on the farm?—I am not sure whether they were there a year.

55,405. They ultimately went, did they?—They did leave ultimately.

55,406. Why?—I do not know.

55,407. But you told me at the beginning of your evidence that you knew all the parish very well?—I cannot tell what is the reason they left. I was not a trustee. If anyone has a complaint to make, in that respect, let them come forward themselves and say so.

55,408. Your mind seems to run upon complaints. I want to get at the facts. I am not talking about complaints?—Suppose I told you a fact, and then I could not stand to it?

55,409. Then your answer should be "no"?—I could say, in this instance, what was the opinion of the country, but how could I stand to that?

55,410. I will ask you what did you hear in reference to that?—I hear a great many things upon certain subjects quite contrary to one another.

55,411. What did you hear about this?—I do not write down what I hear. Unimportant trivial matters come in through one ear and go out at the other.

55,412. How long had the family been at Tyhwnti'rafon?—Scores, if not hundreds, of years. One of the families had warning to quit at the time I referred to in my evidence. The tenant of Tyhwnti'rafon had no children. I cannot tell whether any members of the family tried to get the farm or not.

55,413. I should have thought it was a matter of some interest, and I should have thought you would have taken sufficient interest in it so as to be able to give us information on the subject?—(No answer).

55,414. Do you know the rents of any of the farms before Mr. Jenkins' valuation? If I put the names of some of the farms to you, could you give us the rents?—I might be able to say.

55,415. Take Pentre?—I had taken Pentre at that time.

55,416. What were you paying?—I took it at

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[Continued.]

Mr. Brynmor Jones—continued.

55,417. What alteration was made by Mr. Jenkins' valuation?—It had been valued at more, but they could not let it.

55,418. You were paying 55*l.* then before Mr. Jenkins' valuation?—That was the time I went in.

55,419. When you took possession of Pentre what rent did you, in fact, pay—never mind what it was valued at?—55*l.*

55,420. Did you have to pay more after Mr. Jenkins' valuation?—Oh, yes, 75*l.*, I believe.

55,421. Do you remember what the rent of Tyhwntirafon was before the valuation of Mr. Jenkins?—I do not.

55,422. Or of Blaen-y-cwm?—No.

55,423. Or Cwm Canol?—No, I do not.

55,424. Or Caellwyd?—Mr. Hill had valued Caellwyd at 34*l.*, and Mr. Jenkins had valued it at 54*l.*

55,425. Can you give us the figures of Llwythdir Issa?—I cannot.

Lord Kenyon.

55,426. How long ago was it you paid part of your tithes in eggs?—It was when I was a child. The parish clerk, or his servant, used to come round and count all the hens, and we had to give an egg for every hen, and two eggs for every cock.

55,427. When did Colonel West succeed to this property?—I do not remember.

55,428. Were these valuations made since he succeeded?—The last two. I am not sure whether Mr. Hill's valuation was in his time; I believe it was.

55,429. And Mr. Jenkins'?—Yes, it was.

55,430. So far as I gather from your evidence, you can get on very well when you can deal straight off first hand with your landlord?—Yes; the estate office at Oswestry is a very respectable office, and very different to what it was many years ago. Many years ago there was a kind of step ladder between the tenant and the office.

55,431. You get much nearer to your landlord through the present office than through the old one?—Yes, that is it.

55,432. Is it the office of Messrs. Longueville, Williams, and Co.?—Yes.

Chairman.

55,433. Colonel Hughes, do you wish to say anything with regard to this alleged eviction of Sir Watkin Wynn's?

(*Colonel Hughes*). No. I have handed in a question. I should like to know who the man was, and what year. The question has been sent in through Mr. Vincent.

Chairman.

55,434. There are some questions put in by Mr. Vincent: "What was the name of the tenant" "on Sir Watkin's estate who was evicted be-

Chairman—continued.

"cause he was a Nonconformist?"—He was not evicted. Sir Watkin protected him. His name was Richard Evans, Glas' Aber, and he lived there until he was within two years of completing his one hundredth year.

Mr. Brynmor Jones.

55,435. Against whom did Sir Watkin protect this person?—Against the agent. The tenant received notice from the agent?

55,436. That is exactly what I want to know; what was the name of the agent?—The agent's name was John Croxen.

55,437. Whose agent was he?—Sir Watkin's agent.

55,438-9. What was the date of this "transaction"?—I cannot say the exact year, but about 50 years ago.

Chairman.

55,440. These are further questions by Mr. J. E. Vincent: "How long ago was the school you mentioned made a national school?"—From 1850 to 1852, all these troubles took place at Llanarmon D.C. It was a chapel before then, and no talk of a national school anywhere about. That is the time when, I remember, the Established Church did not concern itself at all with education in the parish.

55,441. Is the answer that the time was in 1852?—Yes, about that time.

55,442. "How long ago was the school repaired and re-opened?"—I do not remember the year, but it was not many years after. My evidence mentions the time that the grant was obtained from London.

55,443. "How long is it since the late Mr. West died?"—I cannot tell you, indeed.

55,444. "Did he die in 1862?"—Indeed, I do not know.

55,445. Mr. Vincent is anxious to be quite clear about the times, and asks, "Did you say that the clergyman collected 220*l.*, when 180*l.* only was due? If so, who was, or is he?"—The clergyman was the Reverend Morgan Davies. The only difference is this, the parish made it 180*l.* while the parson made it 220*l.*

Chairman.

Is the Reverend Morgan Davies in the room or in the neighbourhood.

Mr. R. S. Richards.—My Lord, I believe he is dead.

Mr. Brynmor Jones.

55,446. This transaction about the parson and the agent is a transaction which took place about 50 years ago, as I understand?—Yes, surely not now—nothing now at all.

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[Continued.]

Sir John Llewellyn.

55,447. Do you admit or deny that 220*l.* was legally due? The point is this—was it legally due. I will ask afterwards whether it was fairly due?—I am not going to decide who was right or who was wrong. What I know is that 220*l.* was the amount collected.

Professor Rhys.

He began by saying "It was legally due."

(*The Interpreter.*)—He says "It is legally due, but I am not going to decide. The amount collected was 220*l.*"

Chairman.

55,448. Will you say yes or no, was that sum legally due or not?—I state, as a matter of fact, that that was our opinion at the time, and that the tithe on my farm was advanced at the time, and the adjoining farm, upon which there was no tithe before, had the tithe assessed upon it, and you can form your own conclusion.

55,449. Answer this question: "Could that sum of money have been recovered by law or not?"—Yes, there is no question of that.

Mr. Brynmor Jones.

55,450. Were no valuers appointed by the Tithe Commissioners concerned in commuting the tithe in your parish?—Yes, but he was not to decide upon the amount that each was to pay, but to divide that amount.

55,451. That is to say he was to decide upon the apportionment for each field?—Yes.

55,452. Do I understand you to say that the total amount of the tithe in the parish was fixed at too high an amount?—We gave our opinion as such at the time, but there was nothing to be done. The steward had given his word that it was to be so because all the tithe was upon the land.

55,453. It really comes to this: the agent and the parson fixed the tithe for the parish at 220*l.*?—That is it.

55,454. And the vestry thought the amount was 180*l.*?—Quite right.

Chairman.

55,455. There is a question by Mr. Owen Wynne: "Do you not think if a land court was established, the landlord would cease to take an interest in his estate and in the improvement thereof?"—If all went into court, the landlord would simply receive his rent, and you would not like that, would you?

55,456. Then there is a question by the Rev. E. James Evans on the question of tithes:

Chairman—continued.

"Did the parishioners take action against the vicar?" That was when this 220*l.* was paid?—No, we did not; we dared not, because the parish was in the possession of Sir Watkin Williams Wynn and Mr. West, and we did not move in the matter.

55,457. Another question by the same reverend gentleman: "What is the commutation of Llanarmon?"—I do not know what it is at present.

55,458. Then there are some questions by Mr. F. Llewellyn Jones: "Do Colonel West's agents ever make a charge for a copy of the agreement?" Answer that, yes or no?—I think they do—with a new tenant, at least.

55,459. "Do you think they have received such a special training as to qualify them to act as land agents?"—My opinion is that an improvement is wanted. They are quite able to add up figures and to receive money.

55,460. "Who is now the owner of the school-room to which you referred in your evidence?"—It has been converted into a dwelling-house now.

55,461. Who is the owner of that dwelling-house?—A person of the name of Smith.

55,462. Is he the landlord of that house?—He has bought it from Mr. West.

55,463. "Who was the owner of the estate when Mr. Jenkins made his valuation?"—Colonel West.

55,464. "By what per-centage were the rents raised?"—I cannot say that. I do not know what was upon the estate.

55,465. "After Mr. Jenkins' valuation was the estate advertised for sale?"—I heard it was in the newspapers.

55,466. "Was Mr. Jenkins' valuation made at a time when prices were high?"—Yes, much better than now, and the wages much lower.

55,467. There are two further questions by Mr. Vincent: "Had not Colonel West granted a permanent reduction immediately before you petitioned for an abatement?"—No, not before that, but he made an abatement for several years after.

55,468. "Is not the sub-agent, Mr. Probert, a competent and efficient person?"—I beg your pardon, but who was the person who propounded that question? I would not take 100*l.* for answering it—who is the foolish man who put it?

55,469. You would rather not answer?—I cannot answer it without being legally responsible.

55,470. "Is he the gentleman with whom you have to deal?"—I cannot say that. I never saw anything of Mr. Probert but that he is capable.

The witness withdrew.

Adjourned for a short time.

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Mr. DAVID JONES.

[Continued.]

Mr. DAVID JONES called and examined through an Interpreter.

Chairman.

55,471. Does this statement contain your evidence?—Yes.

55,472. It has been translated to you?—Yes.

55,473. And it is substantially correct?—It is.

[The following statement of the witness was read.]

Evidence of Mr. DAVID JONES, Rhydonen, Glyndyfrdwy.

I occupy a farm of 78 acres on the estate of Major Tottenham, Plas Berwyn. I propose to offer evidence with reference to the parishes of Llantysilio, Llansantffraid, and part of Corwen. The chief landowners are Major Tottenham, Sir H. Beyer Robertson, and Mr. Lloyd of Rhagatt. In entering a farm, possession of the land is given on the 25th of March, and of the house on the 1st of May. I do not know of any leases in this district. They are not asked for, as it is supposed that the terms of the lease would not be favourable. There have been considerable changes of tenants during the past few years, because the condition of agriculture is so bad, and because it is so difficult to get substantial reductions in the rent. It is often more difficult for an old tenant to get his rent reduced than for a new tenant to take a place at a reduced rent. I know of some cases of hardship which have taken place on this account. The farm of Rhydonen Isaf, on Major Tottenham's estate was occupied by one Mr. Ellis Jones, he paid 76*l.* rent, he asked for an abatement of 6*l.*, but this was refused. He gave up the farm, but stated his readiness to re-take it if he received the reduction he asked for. However, he left, and the farm was on hand for a year. It was then let to a new tenant for 60*l.*, and in addition this new tenant received 10*l.* yearly towards artificial manure. Pieces of land are taken from farmers for various purposes without proper notice being given to the tenant. Thus, on Glanyllyn farm, which consists of something like 40 acres, a piece of land was taken away for building purposes, without notice, but the rent was proportionately reduced. It is rare for the tenant to be paid for damage caused through the cutting of timber, and the carrying of it away. A great deal of timber was cut on the farm I occupy. If gaps are made in the hedges the tenant has to repair them. I have frequently done this myself. The branches are sold, the tenant receiving the first offer to buy them.

Several clauses in the agreement are considered oppressive, e.g. the clause whereby the tenancy is determined by six months' notice, the clauses restricting the tenant from ploughing certain fields, when to plough them would be advantageous both to the tenant and to the farm. In a farm called Penybryn, on Major Tottenham's estate, the tenant ploughed a field of about five acres. He subsequently received

Chairman—continued.

a bill from the agent demanding the amount of the fine, payable under the agreement. The tenant, however, disappeared from the neighbourhood, taking his stock and furniture with him. This happened about five years ago. The greater part of Major Tottenham's estate was purchased by his grandfather, who was a bishop, and who has a reputation for being a kind gentleman. His agent, however, raised the rents of most of the farms; in many cases it is said that he doubled them. The result was that many families were compelled to leave their farms. Since then the rents in many cases have been reduced, and the present owner makes an abatement of 15 per cent. A great many tenants have gone back in the world during the past few years. One farmer told me that he had only one shilling left after paying his last rent, and that he had nothing which he could sell for some weeks. This farmer has a family of eight dependent upon him. The game have caused a great deal of inconvenience and loss to the farmers in Llansantffraid. The game on the Rhagatt estate was let to a gentleman from Liverpool. Pheasants were reared to such an enormous extent that a large number of tenants had to leave, and their farms became vacant. Things are, however, better now than they were formerly. Tenant farmers have to work very hard as well as their wives. There is no more striving and thrifty class in the country. Nevertheless, they are unable to provide for their children when they start in life. Children have to work hard to help their parents.

I wish to state one more fact with regard to the hardship of the times. A person of the name of Mr. Shaw, who lived in Llandynan farm, received, about two or three years ago, notice to quit. The vicar expressed a desire to have this farm, and the vicar is now the tenant.

55,474. What is the vicar's name?—The Reverend John Samuel Jones.

55,475. What was the parish where this took place?—In the parish of Llantysilio.

55,476. Who is the landlord?—One of the name of Mr. Smith. He is abroad, but his brother lives at Wrexham.

Mr. Griffiths.

55,477. You say that it is not easy to get leases on advantageous terms. How do you account for that?—It is very difficult to get them.

55,478. Do you mean it is difficult to get them so that you may be able to pay for them?—It is easier for us to venture one year of high rent than to venture say 20.

See
evidence
of next
witness.

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MR. DAVID JONES.

[Continued.]

Mr. Griffiths—continued.

55,479. Would you venture if you had advantageous terms?—Yes, I would if I were in a position that I could venture them.

55,480. That is, the rent must be very low before you could risk taking a lease?—It ought to be about half of what we pay now.

55,481. Before you could undertake to take a lease?—Yes, that is so.

55,482. How do you mean that it is easier for a new tenant to get a reduction of rent than for an old tenant to do so?—The landlords as a rule refuse a reduction in rent until it comes to a point when they must—when it is compulsory for them, and when the farm goes into the market they are compelled to accept the best terms they can get.

55,483. Are farms let at a competition rent then?—Yes, so far as this. When the farm is to be let, a number of applicants walk over the farm, and, as a rule, the highest bidder or the best man gets it.

Sir John Llewelyn.

55,484. The highest bidder or the best man?—As a rule the best price that they can reach.

Mr. Griffiths.

55,485. Then landlords allow old tenants to leave, and choose fresh ones instead?—They have done so.

55,486. You give one instance, I think, where a new tenant took the farm at 60*l.*, and where the old tenant offered 70*l.*?—Yes, surely; and the new tenant gets a 10*l.* allowance towards artificial manure as well.

55,487. Can you give me the names of those tenants that you say have actually failed in farming?—Yes, some.

55,488. Was it through their own carelessness, or because the rent was too high?—To a great extent because the rents were too high.

55,489. Then with regard to this gentleman who took the game. Did he send food along with the game that he had reared in the covers?—Yes, he feeds them in the plantations.

55,490. Then if they are fed in the plantations they do not go out in the fields, do they?—Yes, they do go.

55,491. Then you consider they do not have sufficient food inside?—I cannot say that, but they will not stay in the plantations, and they are certain to go out to trespass upon the fields.

55,492. What became of that tenant whom you mentioned, against whom the penalising clause was enforced. Did he pay it afterwards?—He commenced ploughing the field, which in the agreement he was not allowed to do, and he received a bill for 80*l.* from the agent to Major Tottenham. He was unable, owing to his straightened circumstances, to pay that large bill, and he cleared away during the night.

Mr. Griffiths—continued.

55,493. Was that meadow land on which they usually grew the hay that he ploughed?—It was not meadow land, but it was land that could be ploughed.

55,494. Had it been ploughed before in your time?—It has been ploughed after that.

Lord Kenyon.

55,495. I am sorry I did not hear all your evidence, but I heard you say that the landlords take the best price they can for the farms—they let to the highest competitors. Could you give any names of landowners who do so?—I believe that the largest proportion are like that—the largest number.

55,496. Can you mention any specific names?—A farm became vacant belonging to Sir Henry Robertson, in our neighbourhood. The old tenant paid 44*l.* He was distrained upon for the rent by his landlord. The best price that could be obtained for that farm afterwards, when it went to the market, was 20*l.*

55,497. Do you mean to say that he let it to the highest bidder afterwards?—I believe that the highest price offered for it was 20*l.*, and of course that man had it.

55,498. Do you seriously think that the majority of landlords in this district let at competition rents; or, I will put it, let to the highest bidder?—It is probable that the best tenant is taken into account, but notwithstanding that, there is no doubt that the highest price has got a great deal to do with it.

55,499. Then how do you account for the infrequency of changes?—With regard to Major Tottenham's estate, the rents were raised at the time that it was purchased, about 50 years ago, or more.

55,500. What has that to do with my question? I want to know how you account for it that there are not greater changes among the farmers?—I said there were a great many changes.

55,501. Perhaps you heard the evidence of Mr. Biddulph's agent?—I did not.

55,502. Mr. Biddulph's agent said that the average length of tenancy was 18 years on his estate. Would not that go to show that the rents on that estate were not excessive?—I can say nothing with regard to Mr. Biddulph's estate.

55,503. You have made a sweeping assertion as to the generality of landlords. I want to get you to give me an instance to explain that?—I give my evidence for our neighbourhood—Glyndyfrdwy and the neighbourhood.

55,504. Who was Sir Henry Robertson's tenant who left his farm which was afterwards let to the highest bidder?—The name of the old tenant was David Jones, of Bryniau. The name of the present tenant is David Williams Bryniau.

55,505.—How long has David Williams been in the farm?—He has been in the farm now about seven years.

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Mr. DAVID JONES.

[Continued.]

Chairman.

55,506.—The following questions have been handed in by Mr. Richards, agent for Major Tottenham: "Where is the piece of land taken from Glanllyn which is not allowed for?"—Buildings have been erected upon that plot of land. One is a shop—Brynderwen shop.

55,507. "Was Mr. Shaw the tenant of Llan-dynan?"—He lived there, but I do not know whether he or a friend of his was the tenant.

55,508. "Was not the tenant Mr. John Jones?"—It may have been so. John Jones was a brother to Mrs. Shaw.

55,509. "Has not Major Tottenham made returns of 10 and 15 per cent. in his rent for

Chairman—continued.

"periods extending over nine years?"—He has returned amounts of 15 per cent. for the last two years, and 10 per cent. for several years before then. I do not know the exact number of years.

55,510. "Has he made permanent reductions in the annual rents of some of the farms?"—He has.

55,511. "Who was the tenant against whom a claim was made by Major Tottenham for penalties for not carrying out the agreement?"—William Roberts, who has been living at Penybryn.

Mr. RICHARD SEPTIMUS RICHARDS called and examined.

Chairman.

55,512. You are agent to Major Tottenham?—I collect his rents only. I do not manage his estate.

55,513. You are rent collector?—I am rent collector to Major Tottenham.

55,514. Where do you live?—Llangollen.

55,515. What do you wish to say; do you want to rebut any part of the evidence?—Yes, about the question of the allowance for the land taken, part of Glanllyn farm. I have to say that a part of that land was taken for the purpose of building on. I have a letter here dated 29th August 1885 from the tenant to whom I had written with reference to an allowance to be made to him for the land to be taken. He writes my firm:

"Dear Sirs, In reference to the piece of land now in my father's occupation on which Mr. John Evans intends to build, No. 1896 on the schedule attached to the agreement, I beg to say, on behalf of my father that I am willing to take a reduction of 10s. per annum in the rent instead of the said piece of land, the reduction to commence after the 29th September next, up to which date I will arrange with Mr. Evans as to trespass, &c., your humble servant, Thos. L. Phillips."

The allowance has ever since been made. I do not know whether I am in order, but I want to put in, if I may be allowed to do so, an account of Major Tottenham's estate farms showing permanent reductions, yearly rents in 1880, dates of reductions, and the present yearly values. Perhaps I may be allowed to put that in.

55,516. Yes, you had better put that in?—At the foot of the returns there are the various abatements made to the tenants on account of the agricultural depression since the year 1885 down to the 25th of March last, with a statement at the end that the total amount spent for repairs from March 1879 to June 1893, was 3,115*l*. (See Appendix)

55,517. Two questions are handed in by Mr. F. Llewellyn Jones: "Was notice given to the tenant that the piece of land to be

Chairman—continued.

"built upon was to be taken from him?"—It was mutually arranged. There was no question of notice about it at all; that is, to the best of my recollection; it is nine years ago.

55,518. "How long a notice was given him?"—I do not recollect if there was any.

55,519. You do not recollect if any notice was given?—No, I do not. I should think very probably no notice was given.

55,520. The land was taken away from him without notice?—Oh, no—by agreement with him.

55,521. He was informed of this land being taken away?—I should think so.

55,522. But you have no recollection of that?—No recollection; it is nine years ago.

Lord Kenyon.

55,523. There was the legal notice anyhow?—I do not think any notice was given at all or required.

Mr. Brynmor Jones.

55,524. Was his rent reduced?—Yes.

Lord Kenyon.

55,525. May I ask, was there any complaint about it?—I never heard a word about it. I thought full justice had been done all round.

Mr. Brynmor Jones.

55,526. Just let us see. You simply went to the tenant and said, "Now the landlord wants to take a portion of your farm for building, and I want to arrange the matter with you." Is that all that took place?—I wrote to the tenant, and that is his answer.

55,527. Who is Mr. John Evans?—He is the man who built the house and shop.

55,528. This is the letter addressed to you of the 29th August 1885?—That is it.

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Mr. R. S. RICHARDS.

[Continued.]

Mr. Brynmor Jones—continued.

55,529. Had you written to him before?—Yes. He says: "In reference to your letter."

55,530. No, he says: "In reference to the 'piece of laud'?—I beg your pardon, but it was in answer to a letter. I think there is a note of mine across the top. "See my letter to Phillips, &c."

55,531. Yes, but that is two days afterwards. At any rate, what you say is, that even if no formal notice to quit was given you wrote to him to say that the land was required for building purposes, and then he writes this letter agreeing?—Agreeing, and he has had the 10s. a year ever since.

55,532. Was there any clause in the agreement that the landlord might take any portion of the land on any particular terms?—I have got the agreement here. I will look at it if you like.

55,533. Before you do that, I suppose his complaint is that he could not very well refuse—he was a yearly tenant, was he not?—Yes.

The witness withdrew.

Mr. HUGH HUGHES called and examined through an interpreter.

Chairman.

55,539. This is your statement which has been read to you, and it is correct?—Yes.

(The following statement of the witness was then read.)

Evidence of Mr. HUGH HUGHES, Penrhewl, Tregeiriog, in the parish of Llangadwaladr.

I. *Personal*.—I am a freeholder, and occupy a farm called Penrhewl, in the parish of Llangadwaladr. I am a member of the Llansilin School Board, and was formerly for many years a member of the Llanfyllin Board of Guardians. My farm is 175 acres, high land, chiefly grazing, only 40 acres being arable land. I bought 92 acres of the holding (including the house) in the year 1873, paying 2,100*l*. for the place. When I bought the farm the rent was 80*l*., though it had been let previously for 60*l*. The higher rent was only paid for three years. When I bought this farm there was great difficulty in getting it, and this accounts for the high figure I paid. Of this sum I borrowed 1,200*l*. on mortgage at 4 per cent. The other portion of the land I now hold was mixed up with the other land, the fields coming alternately. I had verbally agreed to buy this other portion (called Ty'nycelyn) for 1,800*l*., but as soon as I completed the contract for the purchase of Penrhewl they demanded 2,000*l*. for Ty'nycelyn. I accordingly dropped all negotiations with the owners of Ty'nycelyn, but seven years afterwards, owing to the owners being compelled to sell, I was offered the place, and bought it for 1,570*l*. The mortgagee of Penrhewl had died in the meantime, and I paid his representatives the mortgage, obtaining a new mortgage for 2,500*l*.

Mr. Brynmor Jones.

55,534. So that if he had refused you would have given him a year's notice to quit?—Possibly.

55,535. I have seen in some agreements that have been put in clauses saying that on certain terms land may be taken by the landlord for building or other purposes?—Yes, I have seen that too.

Lord Kenyon.

55,536. How much land was taken?—I think about 1,600 yards.

55,537. How big was the farm?—The rent is now 71*l*. 10s. The land taken is only a very small fractional part of a corner of a field.

Chairman (to Mr. David Jones).

55,538. Do you wish to say anything in reply to this?—I believe Mr. Richards and I are exactly of the same opinion. I said in my evidence that plots of land were taken without notice, but that allowances were made—reductions were made on that account.

Chairman—continued.

on the two properties. The rate of interest reserved in the mortgage deed is 4 per cent., but by an agreement with the mortgagee I only pay 3*l*. 16s. per cent. Since I bought the two farms I have spent fully 1,100*l*. upon various permanent improvements, such as draining (with pipes), building new outbuildings, repairing the houses, erecting water-wheel, fencing and ditching. When entering these two farms I spent as follows upon stock:—

	£
Penrhewl (1873)	900
Ty'nycelyn (1880)	500
Making a total of	1,400

This represents the exact sum spent by me upon live-stock, farm-house furniture, and implements.

In October 1891 I made a careful valuation of my stock, &c., and I consider that 800*l*. would cover the whole of same, though my stock was then considerably better than when I bought the farms. Between 1873 and 1892 team horses had fallen 50 per cent. in value, and cattle about the same. In 1873 wool was selling for 16*d*. to 18*d*. per pound, but by 1892 or 1894 it would only fetch from 7*d*. to 9*d*. per pound. Butter is now from 3*d*. to 5*d*. per pound cheaper than in 1873.

I spend on an average 40*l*. a year upon artificial manure; last year I spent 60*l*.

I propose to give general evidence with reference to the parish of Llanarmon Dyffryn Ceiriog, and the portion of the Llangadwaladr Parish, which lies in the Ceiriog Valley. The

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Mr. HUGH HUGHES.

[Continued.]

Chairman—continued.

chief landlords are Colonel W. Cornwallis West and Sir Watkin Williams Wynn. I am of opinion that these two gentlemen should be considered to belong to the best class of landowners, but the farms which they own in my district are not let at such rentals as to enable the tenants to deal properly with themselves and to till the land in the most husbandlike manner. The above district is above seven miles in length and two miles in breadth.

II. *Landlords and Tenants.*—(i.) The fact that the landowners of the district reside at a distance means that they are totally unacquainted with the circumstances of the district and of their tenants, and cannot possibly sympathise with their tenants in the present depressed state of agriculture.

(ii.) The ignorance of the landlord of Welsh leads to a certain estrangement between the tenants and himself, as they are unable to deal with each other, except through interpreters and third parties.

In former years many cases of hardship arose owing to religious and political differences between landlord and tenant, but during the last few years I do not think there has been any cause of complaint on this account.

(iii.) In some cases men act as agents who have no previous special training, while in other cases, competent and suitable men are chosen for this work. With reference to Sir Watkin's estate, I think that the condition of the tenants has greatly improved during the past few years, as the chief agent (Colonel Hughes) is a gentleman who has received a thorough training in agricultural pursuits, and is thus able to appreciate the way in which farms should be cultivated. On Colonel West's estate, on the other hand, the agents are a firm of solicitors at Oswestry. The sub-agent, who practically superintends the estate, has, I understand, not received any special training for the supervision of agricultural land. It is a serious disadvantage to the landlord as well as to the tenant that persons should act as agents who are in no way qualified for the work. Besides they should be acquainted with the language of the majority of the tenants, as otherwise it is very difficult for the tenant to get them to understand his views and desires.

III. *Occupation.*—(i.) March 25th to the land, and May 1st to the house and buildings. From year to year. The uncertainty attached to agricultural prices makes farmers timid to bind themselves to a high rent for a long number of years. In my district the tenant farmers have been fairly stationary, there have not been many changes in the farms.

I know of a case where a keeper's house was built on the corner of a tenant's field. No notice was given to the tenant, and his rent was not reduced.

With regard to the rent it is fixed as a gross sum.

On the same estate the rents are fairly uniform.

Chairman—continued.

Excluding the sheep walks the rent in the district averages from 5s. to 1l. an acre.

No services are rendered besides the payment of rent.

(ii.) The landlord and tenant agree upon the rent, though the landlord may have in view a valuation made on his behalf.

I fear that the manner in which farms are let leads to the farm being let preferably to a tenant who is willing to pay the highest rent. Taken as a whole the rents of the district are too high, and this results from the way in which farms are let.

I believe that the landlords make inquiries with a view to finding whether prospective tenants have sufficient capital, but I know of many cases where tenants have taken farms without having sufficient capital to farm in a proper manner. These tenants are more reckless in taking a farm and are prepared to pay a higher rent than they should. I only knew of one case where the rent was settled, or re-adjusted by arbitration. On Colonel West's estate some few years ago a tenant, Mr. John Hughes, of Blaenycwm, complained that his rent was too high. It was agreed to refer the matter to arbitration of two arbitrators. The result of their valuation was to reduce the rent from 120l. to 100l. Immediately afterwards another tenant on the same estate complained of his rent, but in this case the matter was referred to a valuer appointed by the landlord or his agent. I understand the valuer reduced the rent from about 140l. to about 100l., but I am not quite certain as to the exact figures. This was the only valuation undertaken on this estate by this valuer (Mr. Whitfield, of Oswestry); subsequently the whole estate was valued by Mr. Samuel Williams, of Pentrevern.

(iii.) The rents have been raised both generally and in individual cases within the last 50 years.

There have been within the last 10 years both temporary abatements and permanent reductions.

The size of farms is from 50 to 200 acres. The average size would be about 120 acres. Not many holdings have been consolidated within the last few years. The consolidation of farms, as a rule, results in a decreased production, less labourers being employed, and in time it leads to a smaller rent being paid. In my district the population is stationary, and the inhabited houses are the same in number as in years gone by.

IV. *Cultivation.*—There is a scarcity of labourers in the district. Though the population has not decreased, the able-bodied men go to the various quarries, and it is difficult to get men to undertake agricultural work. Fences, ditches, &c., are not kept in as good order as in former years. The upland land is gradually going out of cultivation, as the produce received from this land does not repay for the labour expended upon it. There is no

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Mr. HUGH HUGHES.

[Continued.]

Chairman—continued.*Sir John Llewelyn.*

land in the district capable of profitable reclamation, if we consider the high rents paid and the cost of reclamation.

V. *Agricultural Education.*—The country is too high and cold for fruit culture and horticulture. No special attention is paid to poultry farming or beekeeping by farmers. I believe that they might be made a source of profit to farmers, especially in the case of bee-keeping. Owing to the distance of the markets, it is somewhat more doubtful whether poultry farming would pay. No instruction in butter and cheese making has been given in the district. Some field experiments have been made on my farm by the Agricultural Department of the University College of North Wales, with satisfactory results. Lectures have also been given upon the rearing and breeding of stock. The farmers of the district took great interest in the lectures, and eagerly availed themselves of the opportunity to hear them. I am of opinion that more attention should be paid in elementary and intermediate schools to agricultural education.

Agriculture in the district suffers considerably owing to the high rates and inconvenient arrangements of the local steam tramway, which runs along the public highway from Chirk to Glyn Ceiriog. If time permits I should like to make a full statement as to the way in which this tramway was laid in the district, and as to the effect upon agriculture.

VI. *Proprietor Farmers.*—There are not many peasant proprietors who have inherited their holdings, but there are a large number who have bought their holdings during the last 30 years.

Most of those who purchased their holdings were induced to do so because of the difficulty of getting farms, and also because they thought that by becoming freeholders they would be more secure and independent. In most cases an excessive price was no doubt given owing to the scarcity of land. Roughly two-thirds would be borrowed on mortgage, and in some cases the whole of the remainder of the purchase money was borrowed on personal security. The money was borrowed from various private sources at rates of interest varying from 4 per cent. to 5 per cent. I do not know of a single instance where any portion of the mortgage has been paid off. As a rule these freeholders are in more straitened circumstances than the yearly tenants in the district.

VII. *Tenant Farmers.*—Both tenant farmers and their wives take part in the manual labour of their farms, working harder than the labourers they employ. Some of the children work at home and others turn out to service. Those who work at home do not receive anything like adequate remuneration for their labour. Their position when settling in life or when getting married is not better than, if as good as, that of agricultural labourers.

55,540. Do you think you are better off as a freeholder or as a tenant farmer under a large landlord?—In one sense I consider myself better, because I happened to have in my possession the amount of the deposit money, but if I had to borrow all the money for my farm I should be worse off.

55,541. I suppose the principal advantage is the greater freedom?—I have greater liberty in the cultivation of my farm, and can make improvements, and that in the end results in a benefit to me, and to the labourers in the neighbourhood.

55,542. Would you like to see a system by which Government would advance money to those who have borrowed money on their land?—Yes, by all means they ought to do it.

55,543. I think if I follow you, you are now paying 3½ per cent.?
—3l. 16s.

55,544. That does not carry redemption?—No, that is only the mortgage.

55,545. Have you thought out what would be a fair amount to pay to Government?—As far as I can see the Government could with safety advance money up to 3 per cent., and that would be, I consider, a great advantage to the country at large.

55,546. I think you said in your evidence that the tenant farmers were accepted according to the amount that they were willing to pay for the farms—that the farms were let to the highest bidder?—That is the general opinion in the country—that given two men of equal positions and equal character, the farm will be let to the person who offers the greatest rent.

55,547. Can you suggest any way in which the highest bidder will not be accepted?—In the district to which my evidence refers very few changes indeed have taken place at all, but outside that district I could give instances where farms have been let to the highest bidder.

55,548. That I understand. I only ask if you can suggest any remedy?—I am of opinion that it would be better for the landlords, and for the tenants, and for the country at large, to have a land court.

55,549. But would not the land court accept the highest bidder when it came to the letting of land?—It would be expected that the court would take into consideration the actual value of the land when let.

55,550. I suppose the landlord does that now?—Not in every instance.

55,551. Is it not the fact that the landlord now generally looks to a good tenant?—I believe that the great majority of the landlords of Wales are gentlemen of that stamp—that they look for tenants who will do the best in every way for their farms—people who will venture to advance money to improve their holdings.

55,552. For their own interests they would be likely to do that?—For their own sakes, of course, it is very important that they should have good tenants, or else the farms would get out of cultivation in time.

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Mr. HUGH HUGHES.

[Continued.]

Professor Rhys.

55,553. How about labour in your valley, is it abundant?—For the district I speak of the population has neither increased nor decreased of late years, but the labourers have left their farms, and gone to work in the quarries in the neighbourhood.

55,554. What do you say about the rate of payment for labour?—I have been a servant man myself. Comparing the wages of farm labourers 35 years ago with what they are now, they have at least doubled.

55,555. What did you have as a farm servant when you were a farm servant?—I did not have much above 10*l*.

55,556. What was your work exactly?—Following the team, tending the sheep, and doing general work on the farm.

55,557. What would you have to pay a man like that now?—We cannot get that without paying 18*l*. or 20*l*.

55,558. May I ask if you made your money in that way, or did you inherit any money?—We were orphans, and our trustees thought it better rather than keep on the farm that we should all go to situations; we all went to situations, and the money that was apportioned to us was kept until we came of age, and with that money we began to farm.

55,559. Situations as farm servants?—We all went as farm servants, with the exception of one.

55,560. How many acres have you now?—175.

55,561. How many farm servants do you keep?—I employ nearly regularly four all the year round, but five occasionally.

55,562. Five servant men?—Three regular farm servants, unmarried men, and one married workman who comes occasionally.

55,563. Any servant girls?—One.

55,564. Where do you find accommodation for your three servant men?—In the house. The farm servants have stairs to go up by distinct from the servant-girl's.

55,565. That is in the farm house?—That is in the farm house, separate.

55,566. That sounds very proper. Is that the arrangement in other farm houses in your neighbourhood?—That is the custom of the country in our neighbourhood.

55,567. You have a separate part of the house for the servant men?—We have so, but I cannot say that they are similar in all parts of the district.

55,568. In some districts we have heard of the servant men having a room over the stable or over the barn. Is that usual in your neighbourhood?—There is not a single instance of that in our district.

Mr. Grove.

55,569. How many occupiers have bought their own holdings in this part?—In the lower part of the district which I refer to there are several freeholders.

Mr. Grove—continued.

55,570. If any system of advancing money by the Government were brought about what proportion do you think it would be fair for the Government to advance—what proportion of the value of the holdings, four-fifths, or three-fourths, or what?—With farms of about 50 acres in extent I should suggest that two-thirds should be advanced, but in cases of workmen who have no capital I should suggest that the whole of the capital be advanced to enable them to have a holding to keep a cow.

55,571. If those advances were made, two-thirds, we will say, would they like to have it over a long term of years so as to make the payments small, or would they like to have it over say 20, 30, or 40 years, and pay a little more per annum?—If the two-thirds were adopted I should suggest that the purchase money be payable over 20 years; if three-fourths, 30 years.

55,572. Would you not like to go beyond 30 years in some cases?—Yes, in some instances I would suggest that it should be even more where the repayment is very heavy.

55,573. You spoke of tramways; do you mean light railways?—I have a report prepared (I am sorry I have not it with me) of the history of the introduction of the tramway into our district, and the harm done to agriculture through its introduction.

55,574. The harm done?—Yes; the connexion of that light railway with the lower part of the valley doing harm to the rural population of the upper part of the valley.

55,575. Can you send in that statement to the Secretary, so that we might read it when we get back to London?—I can.

55,576. Perhaps you will explain what you mean by harm. Tell us shortly?—The present tramroad has been laid down along the side of the highway. When they obtained permission to lay down this tramway they promised that they would convey all materials at a reasonable price and extend their tramway three miles higher up the valley than they have done. They promised to cart all materials for 10 miles at 1*s*. per ton. By that means they persuaded us to sign a petition in favour of the tramway. When the Act was passed it was passed in different sections from 1 to 4. They did that in order to advance their own interests with regard to the quarries in the district. At present they have laid down a tramway along the side of the highway, and that is a source of a great deal of danger to us when we are going to Chirk for the coal and lime, whereas the charge for freightage for six miles is 2*s*. 6*d*. a ton. We made a representation to the Board of Trade on these matters, but we received a reply to the effect that they were sorry that we did not take steps at the proper time, and that we were now too late.

55,577. Just this one question. If the promise, as originally made, had been carried out, would you consider that the tramway would have been a benefit to the district?—It would be a great advantage if they charged reasonably

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Mr. HUGH HUGHES.

[Continued.]

Mr. Grove—continued.

for the freightage, and if they brought the railway three or four miles further than they do at present, to the upper part of the valley, it would not have been necessary for us to send our teams down to Chirk for lime or coal or anything else.

Mr. Seeborn.

55,578. If the Government were to lend money to purchase a farm at 3 per cent., would it not increase the competition and raise the price?—It would certainly increase the competition for farms, but at the same time I do not consider it would do any harm, because it would create a great deal more interest in the matter than before.

55,579. But you think it would increase the price?—Under the present state of the law I should not like even for an Act to be passed to advance this money. First of all a law must be passed so that it would be impossible to charge more for the land than its actual worth.

Sir John Llewelyn.

55,580. May I interpolate a question? That would not apply to those who are now freeholders, would it?—I consider that many freeholders are now in a very bad state, and I should suggest that the law should be even applied to them as well.

Mr. Richard Jones.

55,581. How long has the agricultural depression lasted? When did it commence?—It commenced 18 years ago, but it has been felt very heavily for the last 10 years. It has been very oppressive for the last 10 years.

55,582. It commenced in the year 1876. Is that so?—Yes.

55,583. And it has been of course more acute in some years than others?—Yes, by a great deal.

55,584. Your good years were about the years 1890 and 1891?—We had better prices for our cattle in the years 1890 and 1891. Our country suffers a great deal from bad harvests because of the situation. It is a high country.

55,585. Do you think that one of the causes of the depression is the unfavourable seasons?—No doubt it has had a great effect in that direction, but the condition of land in our neighbourhood has for many years been in a very bad state.

55,586. What do you mean by saying that the condition of the land has been in a wretched state?—Two parts out of every three of the land in our neighbourhood is mountain land—enclosed land. For many years this has been cultivated to such an extent that it now has ceased almost to grow anything, and also the manure from the farmyard is not applied to such land.

55,587. What you say is, that the land has become impoverished?—Certainly. Comparing

Mr. Richard Jones—continued.

it with 25 years ago, it is not of the same value or nearly what it was then—the nature of the land is such.

55,588. Why do not the farmers manure it?—I believe the position of the farmers does not enable them to cultivate the land and to manure it as they have done in former years. For many years the estate of Colonel West, in the neighbourhood, was offered for sale—it was in the market—and that had such a depressing effect upon the tenants that they did not carry on the cultivation of the land as they ought to have done.

55,589. Then you think that in order for a tenant to make the best of the farm, he should have security of tenure?—That is certain; it is impossible to get the present tenants to advance the capital for the improvement of their farms on the security they have at present.

55,590. Is there any other cause that you can assign for the depression?—The high rate of wages in our neighbourhood has militated as much against the farmer as the high rents.

55,591. Do you consider that the working expenses of a farm are higher now than they were, say, 15 or 20 years ago?—I should say, compared with 30 years ago, they are as high again, and they are much higher than they were 20 years ago.

55,592. You think that the landlords have not recognised this fact in making abatements or reductions of rent?—I do not believe they do.

55,593. What is your opinion with respect to the cropping clauses that we find in the agreements?—I believe there ought to be some clauses to prevent tenants from impoverishing the land. I believe at the same time, that if the land was let with greater security of tenure, that would do away a great deal with the necessity for those clauses.

55,594. Do you think, supposing a landlord let a farm to a man of good character, that there would be any necessity for a cropping clause in an agreement?—I consider that the laws relating to land at present are so harsh that they almost compel the landlord and the tenant to be opposed to each other, and they create a spirit of competition between the two.

55,595. How would you rectify that condition of things?—I should suggest that a court should be established whereby a landlord, if he found that the tenant was not doing his duty to the farm, and on the other hand, the tenant if he considered that his landlord was not doing his duty to him, could appeal to this court, and that the court should decide between them, instead of allowing them to quarrel with each other about the matter.

55,596. What you say is this, that one of the functions of a land court should be to settle all disputes between a landlord and a tenant?—To examine carefully and decide upon the actual value of the land, and also to decide disputes between the two.

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Mr. HUGH HUGHES.

[Continued.]

Mr. Richard Jones—continued.

55,597. To settle the question of rents as well as to settle disputes?—Yes.

55,598. What do you mean by a land court?—I should suggest a court something like the proposed district council, I mean courts consisting of persons who are practical men, and who know the value of land in the immediate neighbourhood. I should suggest a court composed of persons of that kind, something equivalent to a district council.

55,599. Do you mean that the district council itself should act as a court, or that the district council or any other public body should nominate the court?—No, I would not suggest that the district council should be the land court, inasmuch as persons may be on the district council that have had no practical acquaintance with land; but I should propose that the district council should have something to say to it—that they should have a portion of the power of nominating others in conjunction, perhaps, with the county council.

55,600. The important thing, if I understand you aright, that you advocate is that men who have local knowledge of the districts should determine the question of the rent between landlord and tenant?—That is what I want.

55,601. Would you rather allow a public body such as the council to appoint the persons or person, or would you allow the Government to appoint the officials?—If the Government were to select practical and experienced men, I should have no objection to that. The only reason I suggested the district council or the county council was because they would have more personal knowledge of the persons.

Mr. Griffiths.

55,602. Did I understand you to say that it was a disadvantage to the tenants in your neighbourhood that the landlords and agents lived a long way off?—It is a great disadvantage that the landlords do not associate more with their tenantry, and inquire into the condition of their holdings, than they do at the present time. I consider it a greater detriment to our interest than anything we have in connexion with farming.

55,603. Then you say that if they only knew your position they would deal more leniently with you?—There is no doubt about that, in my opinion. If they could only once believe that the depression is as acute as it is there is no doubt in my opinion that they would come to see things as we do.

55,604. Does not Colonel Hughes come to see farms that are to let in your neighbourhood when they are to let. He is a very competent man?—I have stated in my evidence that Sir Watkin's estate has improved in a wonderful degree simply from the fact that a competent gentleman like Colonel Hughes had been appointed agent to the estate.

Mr. Griffiths—continued.

55,605. What class of labourers generally go into the quarries; are they able-bodied men or aged or young?—Many of the lads go there to practice sett-making, but many of them prefer going there as labourers rather than remaining on a farm.

55,606. Then do they get higher wages than you can afford to pay them?—I believe they have higher wages and they have also a great deal more time for themselves.

55,607. Then with regard to the accommodation you spoke of in answer to Professor Rhys. Did you find that accommodation upon the farm when you bought it or did you make the accommodation yourself for the servants?—In my farm when I went there the young men labourers, the servants, slept outside. I did not like the arrangement and I altered it.

55,608. Should not we infer from that if all tenants were freeholders they would have better accommodation for their servants than that which is given by the landlords?—I have not the least doubt but that if some scheme were adopted to make the present tenants freeholders it would be far more advantageous in every respect.

55,609. Why are you in favour of workmen keeping a cow?—As a rule these workmen have large families, and it is my firm belief that by keeping a cow and having plenty of milk, which is the most nutritive element they can possibly get, it is a great advantage to them in rearing their families.

55,610. Does it not also make a man more attached to his home?—It would not make much difference in that respect in our country; but I think it would be a great blessing for them to have a plot of land to look after rather than idle their time.

55,611. Do you consider that a man who keeps a cow can give you a week's notice, and leave you the same as a man who is only a hired labourer in a cottage?—It makes no difference yonder. There are a few of that sort in our neighbourhood, but very few, and we do not find them more inclined to roam about than others.

Chairman.

55,612. The following questions are handed in by Mr. Vincent. "Are you not aware that Mr. Probert has had agricultural training"?—He does not prove that whatever, in his behaviour and transactions.

55,613. "Has not Mr. Probert farmed some farms for Colonel West"?—So far as I am able to see, Mr. Probert does not pay the least attention to the state or condition of the land, but simply to the buildings.

55,614. "Has not Mr. Probert been sub-agent for 16 years"?—I cannot tell you how long he has been sub-agent, but he never comes to our country unless it is something in connexion with the buildings.

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Mr. HUGH HUGHES.

[Continued.]

Chairman—continued.

55,615-6. The following question is by Mr. Owen Wynne: "Do you mean to say that "because a railway does not come close to you "you think it is of no benefit to have it somewhere near?"—There is not such a great deal of agricultural land in that portion of the valley through which the line passes, but it is in the portion of the valley where I reside in that the agricultural district lies, and to them there is no advantage, or very little.

55,617. The following questions are by Mr. Richards: "Have not the small proprietors "during the last 30 years sold their properties "to several large landowners in the district?"—I know that in several instances small holdings have been sold, but the large estate owners have been able to give a larger price than others for them.

55,618. "Are not farmers under landlords far "better off now than freeholders with mortgage "interest to pay?"—I have said before that small freeholders in my district are worse off than the others, because of the present state of the law with regard to land.

55,619. The following questions are handed in by Mr. F. Llewellyn Jones: "Have you heard "any complaints in your districts as to the "working of the game laws?"—If I reply to that question am I to consider that I am merely stating my opinion—what I have heard in the district about this question.

Mr. Richard Jones.

55,620. Make a general statement.

Lord Kenyon.

55,621. If you make a random statement you will very likely be asked to give instances?—I will say that as I go on, I have heard of two.

Chairman.

55,622. Two complaints with regard to game? Yes.

55,623. Will you state them?—This is a case which took place 40 years ago.

55,624. We need not go into that?—Then this is a case nearer home. A man told me of it the week before last. He took it for granted that I was appearing before the Commissioners to-day. He asked me whether I would not make the statement that I am about to state now:—A few years ago gamekeepers in the employ of Mr. West took some hampers containing pheasants into a field belonging to one of the tenants and let them loose during the absence of the tenant in the market. He was in the market and the field was a field of corn.

55,625. This question is also by Mr. Llewellyn Jones: "What was the name of the farm?"—Penybryn.

Chairman—continued.

55,626. And the name of the tenant?—The tenant at that time was a Mr. Richard Hughes. It was a brother of Mr. Richard Hughes who told me this.

Lord Kenyon.

55,627. May I ask, how long ago this took place?—It may have been from 10 to 12 years.

55,628. What time of the year was it?—They were removing the pheasants from the place where they were hatched to put them into the plantations.

55,629. How far from the plantation was it?—The plantation was the other side of the field.

Sir John Llewellyn.

55,630. Was any compensation paid?—I cannot tell whether any compensation was paid, but the tenant went to Mr. Evans, the agent, and Mr. Evans told him that such a thing should never occur again.

Chairman.

55,631. Mr. Llewellyn Jones' questions continued: "Do you know whether a house was "built on a portion of a field belonging to one "Lewis Edwards?"—A portion of a field was bought from a farm for the purpose of erecting a house for the gamekeeper, who had retired, and so far as I am able to know no notice had been given of this land, and no reduction made in the rent on that account.

Sir John Llewellyn.

55,632. How large a piece of land was it?—So far as I can ascertain, about a quarter of an acre; it may be more.

55,633. What was the size of the farm from which this was taken?—I am not certain, but I should say it would be about 80 acres.

Chairman.

55,634. The following questions are by Mr. Vincent: "What was the name of the keeper "who turned out the pheasants?"—The name I had from David Hughes was John Jones, the person who erected the house I recently referred to.

55,635. Is he alive now?—He is.

55,636. "Do you know whether any damage "was done or any claim made for damage at "the time?"—The brother did not know whether he had compensation at all, or whether the pheasants did any damage.

55,637. "How have you ascertained the facts "about the land being taken for a cottage without "notice?"—The tenant told me.

The witness withdrew.

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Mr. J. JONES.

Mr. JOHN JONES (Nant) called and examined through an Interpreter.

Chairman.

55,638. Is this your statement which has been read over to you, and is it correct?—Yes.

[The following statement of the witness was then read]:—

Evidence of Mr. John Jones, Nant, Glyn-dyfrdwy, quarryman. About 20 years ago (1874) I took a farm called Cwm Tydi on the estate of Col. Tottenham. The farm was 60 acres, including a sheep walk; rent, 48*l*. He promised me 5*l*. a year abatement for three years, as the farm was in a poor condition when I entered. When I entered I had a good deal of stock, and was entirely free from liabilities. I was on this farm for nine years. I went on to the farm without a written agreement at all. Some eight years after I entered, they tried to get me to sign an agreement binding me to certain things which I objected to. The landlord thereupon served me with notice to quit. At the end of the year in which I was served with notice, I sold everything except the sheep; and I tried to sell the sheep to the landlord, but he would not consent to take them. The landlord failed to get a tenant for that year, and I continued for another year, myself giving notice to quit at the close of the year. The succeeding year they managed to let the farm. I then was persuaded to take a farm called Tynllwyn, near Glyndyfrdwy. Its size was about 55 acres, rent 40*l*. I entered this farm when things were beginning to go back, and borrowed 50*l*. to help me. I was on this farm for five years, and myself gave notice at the close. I sold all my stock, &c. The prices when I left were so low that I lost something like 250*l*. The landlord refused to take the sheep off my hands, and I was thus compelled to sell them at a loss. I can mention the names of other farmers who have gone back in their affairs, and some of them now compelled to give up farming. I can hand in a list if required. A very large number of changes have taken place in the last 20 years; on some farms two or three changes. I can hand in a list of these also. I understand that when the railway was made through Glyn-dyfrdwy, the rents of the various farms were reduced somewhat; but that subsequently they were increased to the old rate. I remember the case of Ty'nywern, a tramway was made up to the hill, the rent was first of all reduced by 2*l*., and subsequently raised to the old rent."

55,639. Have you got the lists referred to in the statement?—Yes.

[The witness handed in the following document]:—

"Plas Issa farm, Glyndyfrdwy. Five tenants left during the last 20 years.

"Plas Issa farm (the same farm) was let at 50*l*. rent previous to the farm having been sold to Col. Tottenham. It has been let for 120*l*. after Col. Tottenham purchased the farm, up to a recent time.

"The following persons have been reduced to labourers on Col. Tottenham's estate: William Roberts, Penybryn, Glyndyfrdwy; Thomas

Chairman—continued.

Davies, Aberddu, Llantysilio; and Cadwaladar Williams, Alltycelyn, Glyndyfrdwy (deceased)."

Mr. Griffiths.

55,640. Do you mean to say that these tenants failed in farming, or what?—It is very likely that that is the reason they gave up.

55,641. Then do you consider the farms were too dear?—As a rule that is the complaint.

Mr. Richard Jones.

55,642. Were these people, who were reduced to the position of labourers, industrious and thrifty men as tenant farmers?—They were.

55,643. Do you contend that these people were reduced to that position entirely owing to having to pay high rents?—In all likelihood—there is every probability of it.

55,644. What were these certain things in the agreement which you object to?—There are several clauses in it.

55,645. What are some of them?—The tenant is compelled to leave the produce upon the farm, without having any compensation for it.

55,646. How was it when you entered the farm; was there any produce on the land when you went in?—That is as it should be; you have the produce when you enter.

55,647. Had you any produce on the land when you entered?—I had not.

55,648. And yet you were expected to leave produce on the land when you left?—Yes.

55,649. You said that there were no crops on the farm when you entered?—I cannot say that. It had been grazed, the greater portion of it, and the manure had been sold the first time I went.

55,650. Was that selling of the manure contrary to the custom of the country?—I cannot say that.

55,651. What is the custom on Major Tottenham's estate between an incoming and outgoing tenant with respect to the produce on the farm?—As a rule the incoming tenant makes an arrangement with the outgoing tenant for the purchase of whatever he has on the farm which he requires.

55,652. When Major Tottenham asked you to sign this agreement, which provided, as you say, that you were to leave the produce on the farm, was he trying to establish a new custom on the estate?—There had been no agreement.

55,653. You never signed the agreement?—I never signed the agreement at all.

55,654. But I suppose there would be a certain custom on the estate which would be observed, independent of any agreement?—The custom on the estate is to consume it upon the farm.

Chairman.

55,655. I have some questions sent up by Mr. R. S. Richards: "Were the tenants who became labourers persons who were labourers before, and borrowed their capital for farm-

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Mr. J. JONES.

[Continued.]

Chairman—continued.

"ing?"—I do not know of that borrowing, but I know that some of them had capital.

55,656. "Please give the tenant's names of 'Plas Issa for the last 15 years?'—The first was a widow lady of the name of Jones.

Mr. RICHARD SEPTIMUS RICHARDS re-called and further examined.

Chairman.

55,657. What have you to say?—I only wish to give you, with reference to Plas Issa, the particulars of the changes of tenancy during the last 15 years. Thomas White was tenant in 1880 at a rent of 120*l.* per annum. He left because he would not sign the usual form of agreement on the estate. He was succeeded by John Jones, who occupied till 1889 from 1882, and I believe he fell into a state of ill-health, and died, either before he left, or very shortly after he left. Then the third tenancy commenced in 1889, to the present tenant, who is now in occupation. That is all I have to say.

Mr. Richard Jones.

55,657*a*. Who drew up this form of agreement?—Will you let me look at it first? [*The agreement was handed to the witness.*] Major Tottenham usually draws out his form of agreement, but this is a copy of an agreement drawn out by one of our clerks.

55,658. Who drafted it in the first instance?—Major Tottenham, I think.

55,659. Is that the signature of John Jones?—No, it is a copy.

Lord Kenyon.

55,660. Did he sign any agreement?—Yes.

55,661. Is that your signature as witness?—No, this is a copy of my signature. This is a copy of the agreement.

The witnesses withdrew.

Mr. JOHN JONES (Plasnewydd), called and examined through an Interpreter.

Chairman.

55,672. This is your evidence and it is correct?—It is correct as far as I am able to understand it.

[*The following statement of the witness was read:*—

Evidence of Mr. John Jones, Plas Newydd, Bryneglwys, Corwen.

I occupy my own farm now, being an encroachment from the common made some 70 years ago. It is only about seven acres, but I have built on it. I intend to give evidence with respect to Tanyfoel, a farm on the Rhagatt estate. It is about 76 acres, arable land. My father and I lived there about 75 years. When my father entered I believe he paid 50*l.* rent. When my father took the farm it was in an uncultivated state. Mr. Lloyd, of Rhagatt,

Chairman—continued.

I think that the next tenant was William Evans. I do not know the name of the English family who came subsequently. It was "Purchase" or something of that kind. Mr. White followed and then John Jones.

Lord Kenyon—continued.

55,662. Did John Jones sign the agreement?—Yes, certainly, he must have done. This is a copy of it.

55,663. Was that the last witness?—Yes, the last witness.

Chairman.

55,664. Two questions are handed in by Mr. Llewellyn Jones: "What was the rent of 'Plas Issa before 1880?'—120*l.*

55,665. Before 1880?—Yes, paid by a man named Hutchinson or Aitchison, I think.

55,666. "Was it 50*l.*?"—Oh, no; nothing of the kind. It has never been 50*l.* It has never been less than 95*l.*, and 95*l.* is paid now.

55,667. Then it is not true that he left the farm because he neglected to sign the agreement?—Who.

55,668. John Jones. He says so in his evidence?—Yes, but you are referring to another farm. He occupied a farm on the other side of the river from Plas Issa.

Lord Kenyon.

55,669. Was that the same agreement, or the same form?—The same form, yes.

55,670. Then he signed it in the one place and neglected to sign it in the other?—No. He had the farm of Cwm Tydi on the other side of the river. He signed an agreement, but it was for another farm on the other side of the river. This is another John Jones, not this man at all.

55,671. I see; there are two John Joneses?—Oh, yes, we have a great many John Joneses.

Chairman—continued.

the then landlord, promised that if my father took the farm neither he nor his descendants would be disturbed. My father lived there till he was 91. After my father's death my brother took the farm and he held it for two years. At the close of this period I was offered the farm. This would be about 35 years ago. I held it for 20 years. Mr. Williams, the agent who let me the farm, died, and Mr. Reed came instead of him. The state of the house and buildings was very bad. They took part of the roof of the house off, and left it so for nearly two years. I frequently went to the agent to try to get him to complete the work. I finally complained to the landlady, Mrs. Lloyd, and she ordered the repairs to be completed. Mr. Richard Wynne then became agent. Within a month

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Mr. J. JONES.

[Continued.]

Chairman—continued.

after he became agent I received notice to quit. He had never been near the farm. I thought it was with a view to raising the rent. After a time I went to Corwen to see Mr. Wynne. I met him and I could get from him no reason for giving me notice. At last he told me that he would not let it without seeing me again. I soon afterwards heard that he was about to let the farm. I went to Mrs. Lloyd. She promised to speak to the agent, and to try to let me continue in the farm. On the next rent day I saw the agent, and he allowed me to continue in the farm. Next year again I received notice to quit. I again went to Mrs. Lloyd. She declined this time to have anything to do with me. Some friends of mine then tried their best to get the agent to let the farm to me again, but with no effect. The farm was let to a person who was formerly a Wesleyan, but who went to Church subsequently. I sold all the stock, but was unable to come to any agreement with the new tenant for the purchase of the manure, growing crops, &c. They refused to pay anything for them. I subsequently consulted Mr. Swetenham, of Chester, and found that the notice was bad. I then stuck to the house, and remained there for a year. That year the agent compelled me to pay the two rents at once, contrary to custom. I claimed 50*l.* damages for unlawful entry on the farm, but did not receive a penny. I received another notice,

Chairman—continued.

and when the 25th of March came, I locked every gate in the farm, and some men came to remonstrate with me. No one sowed any crops that year. On the 30th May they sent to ask me to come to Denbigh with a view to arriving at some arrangement. An arrangement was eventually come to. They tried to compel me to give up the land now in my occupation, which is land encroached from the common by my father and myself. The result of my ejection from Tynyfoel was the death of my wife and one of my sons, who grieved over it. Before I left I had bought 20 gates and left them there for the succeeding tenant. I was thus turned out without a house, and for a short time put up in a neighbour's farm. Mr. Wynne saw the son of this neighbour, and remonstrated with him for taking me in. I then left and was for some time at the Wesleyan Chapel House. Richard Wynne reduced the rent from 50*l.* to 40*l.* for the new tenants, and repaired a cottage for them so that the tenant got 8*l.* for that cottage.

Lord Kenyon.

55,673. Had you any quarrel with your landlady?—No, I was a great favourite with the lady. She gave me 5*l.* as a present.

55,674. Then you had a quarrel with the agent, Mr. Wynne?—I had.

The witness withdrew.

Mr. THOMAS JONES re-called and further examined.

Chairman.

55,675. Where do you live?—Brynmelyn, near Bala.

55,676. You have been good enough to come forward in order to give some evidence as regards amendments in the Agricultural Holdings Act?—Yes.

55,677. Will you kindly tell us what you desire to state?—Stock sheep on upland farms differ much from ordinary stock of a farm, for a stock that has been inured and accustomed to a certain hill, if once removed cannot be replaced for years, and it is beneficial to the landlord, as well as the tenant, that they should not be sold off. The great difficulties in re-stocking are:—

(1st), difficulty in getting suitable sheep.

(2nd), expense of inuring and accustoming new sheep.

(3rd), no drafts could be made for three or four years, and in the case of ewes for from five to seven years.

It is the custom for the new tenant to take the sheep at a valuation, and the price they fetch is about one-third more than the price they would bring if sold off. But instances have occurred, to my knowledge, where the landlord, in cases where no tenant is forthcoming, has refused to buy, to the great loss of the tenant. I would advise making it compulsory on the landlord to buy at a valuation in cases where a tenant is not forthcoming. In other words, I would make

Chairman—continued.

this custom compulsory. This could be done by adding a clause to Part 3 of the Agricultural Holdings Act, 1883, to the effect that where a tenant is leaving a farm with stock sheep on unenclosed hills, and in case no new tenant is forthcoming, the sheep shall be taken by the landlord at a valuation. No sheep but those reared on the hills and inured and accustomed to their sheep-walk to be so valued, and no greater number than the sheepwalk can bear. I believe these views would meet the approbation of the majority of sheep farmers.

Lord Kenyon.

55,678. You would stint the sheep-walk, too—you would limit the number of sheep?—Yes, I would make a limit, for I have known cases where a man has bought to swell the stock, which is unfair to the buyer.

Mr. Richard Jones.

55,679. When we were down in Carmarthenshire, I think some of the landlords there had a clause in the agreement providing for a fixed price on the sheep. You disapprove of that?—Yes, I do. I disapprove of that. I know of some cases in the county of Monmouth in the south-western part that have the same clauses, but it is not general.

55,680. What would be your objection against that provision?—Well, it is disadvantageous to

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Mr. T. JONES.

[Continued.]

Mr. Richard Jones—continued.

the tenant. I do not believe it would be such an incentive for him to improve his flock.

55,681. No encouragement?—No encouragement to improve his flock.

Mr. Seebohm.

55,682. Would there be difficulty in defining what class of farm this clause applied to?—No, I do not believe there would be any difficulty in that, because it would only apply to farms where there are uninclosed hills—sheep-walks.

55,683. And the sheep walk must be on the uninclosed hills?—Yes, the sheep must be those that are reared and inured and accustomed to those hills.

Mr. Seebohm—continued.

55,684. It would not apply to sheep-walks where a common had been divided amongst several tenants?—No. I know of two instances this year where the landlords have bought the sheep themselves—they could not find a tenant.

Chairman.

55,685. You wish that to be compulsory?—Yes.

55,686. In all cases?—In all cases.

55,687. Where the land is not re-let, that the landlord should be obliged to buy the sheep at a valuation?—Yes, because otherwise it is a national loss.

55,688. You are aware that that is the law in Scotland?—No, I did not know that that was so.

The witness withdrew.

Mr. EVAN JEFFREYS called and examined.

Chairman.

55,689. Is this a statement of your evidence which has been read over to you, and is it correct?—Yes, but there are two things which I have forgotten to insert in it.

The following statement of the witness was read:—

The evidence of Mr. Evan Jeffreys, late of Dolydd farm, near Cefnmawr, Ruabon.

I became tenant of Dolydd farm, the property of Mr. J. C. Edwards, Trevor Hall, Llangollen, in the beginning of the year 1891. The rent was 135*l.* a year, subject to an allowance of 10*l.* a year for two years. At the time I took the farm I asked Mr. Edwards to let me see the agreement. Mr. E. Lloyd Edwards, the son, was the only other person present at the time. In reply, Mr. Edwards said, "Go there and take possession, Jeffreys, that will be the best agreement you can have." When he was showing me the farm, I pointed out to him that several new buildings were required. Everything I asked for at the time he promised to do, and John Jones, foreman carpenter, in his employ, took the dimensions of some of the buildings which were to be made. He promised also to build a house on the farm to be ready by the following June; but as this was not ready for occupation till December, I was compelled to live at Argoed, the house I previously occupied, and carry the milk there, a distance of about three quarters of a mile. This new house was not perfectly completed during the three years I was tenant. The buildings promised were never made, and I was compelled to use the parlour as a granary, while my carts and other implements were rotting in the weather, for want of a proper shed. Having no suitable buildings, I was compelled to fit up the cart house for the young cattle during winter. On rent days and other times, I invariably called attention to the state of things, but each time the answer invariably was "You shall have the buildings as soon as we can." I was allowed the 10*l.* in the rent for the first two years, after

Chairman—continued.

which I was told that, in future, I was to pay the full rent. I paid the full rent (135*l.*) for the last year I was there.

On the 22nd March 1893, a messenger came to Dolydd, saying Mr. Edwards wanted to see me at the office, but he did not say what for. I was from home at the time. In the course of the same day a message came to say Mr. Edwards wanted me at the office, to sign the agreement. Further on in the day, two persons came in the yard, just as I was arriving home from Oswestry, and gave me a copy of the agreement, with strict orders to come to sign it in the office the next day. My wife had previously told them that I would not go to the office until I saw what was in the agreement. I read the agreement that night, and found it contained clauses which I could not agree to, and therefore I did not go to the office. I considered it a harsh and arbitrary agreement all through. On Saturday, March 25th, I received notice to quit. After this, I saw Mr. Edwards many times in reference to this matter. I pointed out to him that I was losing money there, and asked for a reduction in the rent. This, however, he refused to make. After several interviews with him and his bailiff, he said he was willing to release some of the clauses, and make certain concessions in regard to manure, hedging, and allowance in rent. On my requesting him, however, to insert these concessions in the agreement, he wanted me to place confidence in him, that he would do everything right, and expressed his surprise that I should doubt his word. Having been disappointed with his promises in respect to the farm buildings, I told him that I would have it all in black and white, so that when he bound me, he would at the same time be binding himself. I arranged for the sale at Dolydd to take place on the 2nd of March, Mr. Frank Lloyd, being the auctioneer. As soon as the placards were issued, the auctioneer received a letter requesting him to keep back from the sale money the amount of rent which would be due

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Mr. E. JEFFREYS.

[Continued.]

Chairman—continued.

for the current half year, and also prohibiting the removal of the produce. On the morning of the sale Mr. Lloyd received a letter to the same effect. He, however, took no notice of the letters and handed the money to me. I left the farm on May 1st last. I consider that as the farm in every way was in a very bad condition when I took it, and as I have expended a great deal of labour and capital upon it, I am a loser to the extent of about half the total rent of the whole period of my tenancy. On August 18th last, I received a letter threatening to treat me as a trespasser if I took the necessary steps to harvest the fields of wheat which I had sown on the farm.

Mr. J. C. EDWARDS called and examined.

Chairman.

55,694. Where do you live?—Trevor Hall.

55,695. You are the landlord of the last witness?—Of the Dolydd farm.

55,696. Do you wish to say anything upon his evidence?—Yes. He stated the case pretty fairly, with the exception that he commenced his tenancy on the 25th March 1891, and it terminated in 1894, this last March. The rent is, as he states, 135*l*. That includes the tithe, which I pay.

55,697. What is there that you wish to rebut. You agree upon all that?—I will go on if your Lordship will permit me. When he took the farm there was no house at the time.

55,698. Did you promise to build him one?—I did, and I built him a house at a cost of about 450*l*.

55,699. When was that house built?—I am not quite sure when it was ready for occupation. He says in December. I think it was not so late as that, but I am not able to say exactly.

55,700. The house was not ready for occupation till December. Is that so?—It may be so, but I am not able to say.

55,701. Where did he live up to that time?—He lived at his former farm. During the time I was building the house I allowed him 15*l*. towards the rent. I allowed him, as he states, 10*l*. a year for two years, and I also allowed him an abatement of 10 per cent. for one year, amounting to 12*l*. 10*s*.

55,702. You agree upon that. He says: "I was allowed 10 per cent. for the first two years," but after the first two years was anything allowed to him?—I allowed him 10 per cent.

55,703. For two years?—No. I allowed 10*l*. a year for two years, and I allowed him 10 per cent. afterwards for one year. That was 12*l*. 10*s*. His tenancy only existed for three years.

55,704. How about the buildings. He says: "The buildings promised were never made, and "I was compelled to use the parlour as a "granary." Is that correct?—With regard to buildings, I promised to build him a granary and a cart-house underneath. That would have been done in due time. I may state that I have only had this property for about three years.

Lord Kenyon.

55,690. Have you got the agreement?—I have a copy (*handing same*).

55,691. What were the parts of the agreement that you considered arbitrary?—I consider it harsh and unjust all through; but there are some clauses which I especially object to.

55,692. Which are they?—There is one clause which compels the tenant, if a wall comes down, to put it up at his own expense to the wall plat—that means the wall of the building. That is how I understand it—every wall.

55,693. Do you mean this clause, that he has to leave the buildings, except the roofs, in good and tenantable repair?—I refer to that.

Re-examined 45,730.

Chairman—continued.

55,705. I want to keep you to rebutting evidence, please. You agree that there was no granary built?—I wish just to explain the reason why the granary was not built as soon as he wished it. I have only had this property for three years, and during that time I have spent in building new farmhouses and new buildings, and repairing the old buildings, over 4,000*l*. There were other things more pressing, and his granary would have been built in due time.

55,706. There is nothing between you up to now. There is no rebutting evidence as far as I can see. You are agreed so far?—He omitted to state that I allowed him 15*l*. towards the rent of the house, when the house was being built. He omitted also to state that I allowed him 10 per cent. abatement for one year in addition to the 10*l*. a year further.

55,707. On the 22nd March 1893, did a messenger come and say that you wanted to see him at the office?—It is very probable.

55,708. You do not deny that?—I cannot deny that.

55,709. Did two persons come and give him a copy of the agreement. Do you know that?—I do not know that at all. I do not know that it was, necessarily, two persons. Very likely some one person gave him a copy of the agreement.

55,710. Then he says he did not go to the office to sign it. He considered the agreement harsh and arbitrary. That is his opinion. Then he says that on Saturday, March 25th, he received notice to quit. Is that right?—Yes, no doubt.

55,711. After that did he see you many times?—Yes. I tried in every way I possibly could to meet him and conciliate him. I did not wish the man to leave.

55,712. He says he pointed out that he was losing money. Did he tell you that?—He stated that, no doubt.

55,713. And he asked for a reduction of rent?—Yes.

55,714. This, however, was refused. Is that right?—Yes.

55,715. Then he says there were several more interviews. Is that right?—Probably. I should meet the man occasionally.

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Mr. J. C. EDWARDS.

[Continued.]

Chairman—continued.

55,716. And that you made some concessions as regards manure, and hedging, and allowance in rent?—I had promised that if he would remain on the farm I would meet him in the rent if the times kept bad. I also promised him that I would lay all the hedges, at a cost of about 15*l*.

55,717. You told him that you would make everything right?—No doubt.

55,718. Did he request you to insert these concessions in the agreement?—I do not recollect that he did. He may have done so. I have no recollection of his doing so.

55,719. You do not deny that he might have done?—He might have done.

55,720. Did you ask him to place confidence in you?—Yes, I very likely did.

55,721. And say that you would make everything right?—Yes, I had every disposition to meet the man in every way I could.

55,722. Then he gave you notice to quit?—I gave him notice to quit.

55,723. Did the sale take place on the 2nd of March?—Yes, I think so.

55,724. Did the auctioneer receive a letter requesting him to keep back from the sale money the amount of rent which would be due for the current half year?—Yes, very likely.

55,725. And also prohibiting the removal of the produce?—Very likely.

55,726. In what condition do you consider the farm was when he took it?—It was in a fair condition. It was not in good condition, and on that account I allowed him the 10*l*. for two years.

55,727. He says he expended a great deal of labour and capital upon it?—I do not agree with him there, because he had only one man working upon the place.

55,728. Did he receive a letter on August 18th threatening to treat him as a trespasser if he took the necessary steps to harvest two fields of wheat?—Yes; the letter has been put in, I think.

55,729. Then all there is between you is that you gave him 10*l*. a year for two years, and in addition 10 per cent. for another year?—May I explain a little further, if you will allow me. When he came to the farm he had the hay and straw from the outgoing tenant at a consuming price, that is, two thirds of the

Chairman—continued.

market value; and not only that, there was a stack of hay there which he would not take to. He declined to take to that stack of hay. I took to it, and paid the outgoing tenant for it. Some time after that he came to me and said he would like to have that stack of hay. I said, "Well, you cannot have it now, Jeffreys, because I have expended a part of it for myself, but you shall have a portion of it—you shall have one third." He had one third of it, for which he paid nothing. When he was leaving the farm he sold off all the hay and straw, although I gave him notice that I should expect him to leave the hay and straw there, and be paid for it at a consuming price, the same as when he entered the farm. In spite of that he sold it, and in fact my bailiff bought a stack of hay to the amount of 31*l*. 5*s*., I believe, or something like that, at the auction. Then with regard to the agreement which he has put in, I do not know exactly what that agreement is. I should like to be allowed to look at it. [*The agreement was handed to witness.*] This is the agreement which I wanted him to sign, actually (*handing in another agreement*). I may state that the basis of that agreement is the same as the Chirk Castle estate. He mentioned several clauses in that agreement to which he objected. I explained to him that they would never be acted upon—that they were usual things in agreements, of that kind. In fact, I myself farmed under the same agreement. I have a farm on the Chirk Castle estate on exactly the same conditions, but I have added clauses here which I consider are favourable to the tenants. I wish to make the agreement as fair and as reasonable as possible. With regard to the notice I served him with in respect of the wheat crop, that wheat was not sown in proper time. It was sown in this year. The custom of the country is, and I am so advised by Mr. Samuel Williams, whose name has been mentioned several times to-day, that if the wheat is not sown in the old year, the old tenant has no claim to the crop but I did not wish to take any advantage of him. I was quite prepared to pay him for the seed and the sowing and the ploughing, and I told him so in the notices I sent him. I do not think I have anything more to state. I think I have rebutted all his points.

Re-examined
55,738.

Mr. EVAN JEFFREYS recalled and further examined.

Chairman.

55,730. Do you wish to say anything in reply?—Do you want to ask me questions, or shall I make a statement?

55,731. You can contradict anything in which you allege your landlord is wrong?—Mr. Edwards, I understand, stated that I had 15*l*. allowance for the house before it was built. That is not correct. I had an allowance of 7*l*. or 7*l*. 10*s*.

55,732. You had an allowance of 7*l*. or 7*l*. 10*s*., and not 15*l*?—Not 15*l*. He refused to

Chairman—continued.

pay me for the seed clover, which he ought to have done, and for the water, and he owes me for that yet. I was compelled to pay for water for the supply of my stock. I have nothing more to add.

55,733. Did you sell the straw off the farm and refuse to leave it at a consuming price for the incoming tenant?—I sold all that was left. I had used the greater part of the straw.

55,734. And you sold what was left?—I sold what was left.

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Mr. EVAN JEEFREYS.

[Continued]

Chairman—continued.

55,735. When you came to the farm, did you take the straw at a consuming price?—I did not understand that I took the straw at the consuming price. I only received the portion of the stack referred to at the consuming price; it was one-third of the hay.

55,736. But when you came to the farm, did you take over the straw and hay at the consuming price?—They say that I did; but

now we go on to Mr. J. C. EDWARDS recalled and further examined.

Chairman.

55,738. I have some questions which have been handed up by Mr. Llewellyn Jones. The first is: "How many tenants on your estate signed the agreement in the original form?"—I cannot exactly say. I think three or four of them did; but I modified the whole thing to some extent. I added the new clauses that I have spoken of. They have all signed now.

Professor Rhys.

55,739. That is to say, they have the agreement in a modified form?—I inserted one or two clauses.

Chairman.

55,740. "When was the agreement taken to the various tenants for their consideration and signature?"—I can hardly say when it was.

55,741. "Was it two or three days before the 25th March, the day on which notice was to be given?"—Probably it was. I did not anticipate any refusal.

55,742. "Was notice served on several tenants who refused to sign it?"—Yes, it was.

Lord Kenyon.

55,743. Did they leave their farms?—Oh, dear, no—some of them did—Yes, two of them did.

The witness withdrew.

Mr. THOMAS HUGHES called and examined.

Chairman.

55,748. Are you bailiff to Mr. Edwards?—Yes.

55,749. Are you acquainted with the terms of Mr. Edwards' agreements?—Yes.

55,750. Do you know that in the agreement there is this clause—"And further to leave thereon for the landlord, to whom the same shall belong, all such straw, chaff, colder, turnips, manure, compost or ashes, hay, grass or grasses, tares, vetches, roots, vegetables, or other green crop, or hedgebote, as may remain unconsumed at the end of the tenancy, without compensation, and that whether the tenancy ends by forfeiture, or by notice to quit, or otherwise." Are you aware of that?—I am aware it is stated in the agreement that the tenant is to be allowed compensation for all hay and straw left at the end of the holding.

55,751. Do you know that all that is to be left to the landlord without compensation.

Chairman—continued.

I thought at the time that it was full valuation for it. I did not understand that it was the consuming price.

55,737. This question is handed up by Mr. Vincent: "Did not Mr. Edwards tell you that when you paid for the hay and straw he would pay you for the water and clover?"—No, he did not mention that to me.

Professor Rhys.

55,744. Two, including this gentleman?—Three, including this gentleman.

Chairman.

55,745. "Do you think it a fair clause in your agreement that the tenant should leave all unconsumed crops to the landlord without compensation?"—It is not in my agreement. It is provided to be paid for at the consuming price. Then, my Lord, the tenant has denied one thing here; but I have my bailiff present who can prove if necessary what I have stated.

55,746. I think we would sooner have the landlord's testimony than the bailiff's?—But he has given my statement a blank denial; and I can prove by my bailiff, who is present, that what I stated is correct.

55,747. You mean to prove that it was 15*l.* instead of 7*l.*?—No. He raised a question of my not paying him for the water and the clover. I sent word to him that if he would pay me for the hay and straw which he sold wrongly, I would pay him for the clover and the water. The fact of the matter is that he got 10*l.* over and above from me.

Chairman.

We will have the bailiff if you like, but his evidence must be confined to that question.

Mr. Edwards. There is another agreement.

Chairman.

This is the agreement given to the tenant of which he complains.

Mr. Jeffreys. I never saw the other one before.

The Witness. I quite understand this.

Chairman.

55,752. Now what do you want to state?—The reason that Mr. Edwards objected to pay for the water and the clover seed was because the tenant when leaving, sold all the hay to go off the premises. I bought the hay there on sale, and the tenant would not allow Mr. Edwards to have it at the consuming price. The hay was bought for about 31*l.* 5*s.* 0*d.*, and Mr. Edwards paid the full amount—whereas the tenant was overpaid about 10*l.*, and that is the reason Mr. Edwards objected to pay for the water and the clover, because he was already overpaid.

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Mr. T. HUGHES.

[Continued.]

Chairman—continued.

Mr. Jeffreys. I understood when I took the place that Mr. Edwards did not require any agreement, and I was to do the best I could with it as accommodation land.

The witness withdrew.

Mrs. ELIZABETH JONES called and examined through an interpreter.

Chairman.

Chairman.

55,753. Was there any agreement signed between you and your landlord?

Mr. Jeffreys. There was not.

55,754. Is this your evidence?—Yes.

55,755. Has it been read over to you, and is it correct?—Yes.

[The following statement of the witness was read:—

Evidence of Mrs. Elizabeth Jones, of Tai Draw, near Bala.

An old relative of mine had raised a house on the common land at Llanuwchllyn more than a hundred years ago at his own cost. No one asked him rent or taxes for it. They then took four acres of land, not near the house, from Sir Watkin Wynn, for which they paid rent as shown in the receipts which I still have. On the common not near the fields or the house they raised a cowhouse. My mother made a will devising the dwelling-house to me. She came to live in her old age with me, being too old to live by herself in the house. Sir Watkin's head agent came to my mother and wished to have the house to add it to the fields. Her answer was that her daughter was to have it after her. When my mother died they offered me 50*l.* for the house, and I refused to accept this sum for a place worth 200*l.* An action was entered against me for my own property. I was taken to the assizes at Dolgelly. I knew no English, and it was all English there. I understand that they did not speak of the dwelling-house, treating it and the cowhouse as one thing. As the cowhouse had been raised a second time with timber given by Sir Watkin, my mother made no devise of it, but she expected some acknowledgment for it. Sir Watkin had never spent any money on the dwelling-house. My mother died in her 82nd year, and nobody had ever asked rent during the whole time she lived there. The loss of this place ruined me. I believe that if Sir Watkin and Colonel Hughes knew of the great injustice I suffered, they would not let my house be taken from me.

Mr. Brynmor Jones.

55,756. What was the date of this action at the assizes?—About 24 years ago.

55,757. Did you have a solicitor or attorney?—I do not know what he was.

55,758. You had a lawyer, did you not, to act for you?—Yes, as far as I know, he was a lawyer.

55,759. Did you have a barrister—counsel—to appear for you?—I do not know. I do not understand English. They did what they liked.

55,760. Did you attend the trial at Dolgelly?—I did. Sir Watkin's steward had sent to us

to come down to settle about the house. They were offering 50*l.* for it.

55,761. Did the jury find against you, or did you settle the action?—I asked him to settle that time, but he would not.

55,762. Did the jury give a verdict against you?—I lost the trial.

55,763. How was it that you did not set up at the trial that you had been in possession more than 20 years?—I did say so.

55,764. Did your lawyer tell you what the judge said about that. When your counsel said you had been in possession for 20 years; what did the other side say?—They said nothing to me. They were talking English.

55,765. Very likely, at the trial; but you had a lawyer who spoke Welsh, did you not?—I cannot say indeed what he could do.

55,766. What was the name of your solicitor? The same lawyer that made my mother's will.

55,767. Was it Mr. Davies Hughes, of Corwen?—Yes.

55,768. He can speak Welsh, can he not?—He was a Welshman, but he sided with them.

55,769. He told you that you had no good case in law, I suppose?—He did not tell me that the law was against me; other people said so.

55,770. Did not Mr. Hughes tell you why you had lost the case?—He did not. I did not speak to him after the trial. They had offered 50*l.* for it, and I refused it; it was too little.

55,771. Did he not tell you this, that it was evident you had been paying rent to Sir Watkin?—He did not say that, and we never did pay for the house.

55,772. You say you did not pay for the house, but you admit you paid for something or other. Are you quite certain that the rent did not include the house?—I paid for the land. We erected the buildings ourselves, and we paid for the land.

55,773. Very likely; but did you ever buy any bit of the Common?—No.

55,774. After the action was lost were you turned out of occupation?—I was not there. My mother let the house. They did turn us out, but I was not living there.

55,775. Had you let the property?—Yes, to John D. Morgan.

55,776. Was John D. Morgan turned out after the action?—He went out of his own accord. He had heard that he was about to be turned out.

55,777. Who has the property now?—Sir Watkin.

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Mr. E. DAVIES.

[Continued.]

Mr. Richard Jones—continued.

55,778. Did Sir Watkin or his agent ever give you, or anyone representing this little estate, any compensation for the building of the dwelling-house and other buildings?—No, never.

55,779. Did they enforce the payment of the costs of the action?—They did.

55,780. Do you remember how much you had to pay?—I do not. It had murdered me almost. I do not remember. I had five little children.

The witness withdrew.

Mr. EDWARD DAVIES called and examined.

Chairman.

55,783. Are you a tenant of Sir Watkin Wynn?—Yes.

55,784. Your farm is about 130 acres?—Yes.

55,785. What do you want to tell us?—I want to give evidence with regard to my own farm, in the township of Eglwysegle.

55,786. Then will you please do so?—I am Edward Davies, Dergoed, tenant farmer. Acreage of holding is from 120 to 130 acres with right of sheep run. Owner, Sir W. W. Wynn. I wish to give evidence about my own farm, which has been held for many generations by relations of my family. Also for the township of Eglwysegle. There are no recent enclosures in my district. I do not think there is any unenclosed land which could be cultivated with profit. We pasture as many sheep as we can without stint. And I consider the effect good. The rents of farms with sheep-walks are always considered by the new tenant and the landlord. I think matters are managed best on large estates. Politics, religion, or language make no difference whatever between me and my landlord. I can understand his English. The usual time for entering on a farm in the district is February 2nd. There are no leases in my district. I never heard of a single case in which tenants have asked for leases and been refused. I think tenants are quite as safe under agreements as under leases under good landlords. I never knew an owner using the stricter clauses in the agreements against good tenants. Tenants can obtain a copy of their agreements. A tenant must be very ignorant if he takes a farm without understanding his agreement. Rent is fixed at a lump sum. I believe there is uniformity in the rents of land of "similar quality" on the same estate. Rent of small holders not generally larger in proportion than that of large farmers in my district. There are no services whatever other than the payment of rent rendered by tenants. Holding is not let to the highest bidder. My rent has not been raised. I have received an abatement of 15 per cent. the last two years, 10 per cent. from Lady-day 1885 to Michaelmas 1889, and 5 per cent. for the half-year ending Lady-day 1890. Local rates have increased by about 40 per

Mr. Richard Jones—continued.

55,781. Had you been brought up at this house?—Yes, and my mother as well. It had been erected on the Common. We enclosed four acres of land to it. The house and the out-buildings belonged to that.

55,782. Who began the building about 100 years ago; was it your grandfather or your father?—My grandmother in some way erected the building—that is, the person who brought up my mother.

cent. and the increase paid by the tenant. There has been consolidation. The land has produced more through it. It has caused more labour to be employed. I think large farmers are the best farmers, and that they provide best for their families. There is no subletting. Rent is postponed. The farmer that borrows money to pay his rent must be a very poor class of farmer.

Labourers are not scarce. There is no land going out of cultivation or insufficiently cultivated as far as I know. There is no waste land capable of being reclaimed profitably. Arable land has been laid down in pasture, because pasture pays better than ploughing. Root crops have increased, because they pay by fattening cattle and sheep. Fallowing has fallen into disuse because it will not pay double rent. Improvements generally made by the landlord; buildings for stock, tanks for preserving liquid manure, protection from river encroachment, gates and posts. There is no co-operation in improvement, to my knowledge. I am not acquainted with a case of improvement partly or wholly effected by a tenant. I am aware of the existence of the Agricultural Holdings Act. I do not know of a case of agreements contracting out of the custom of the country. The landowner buys the sheep at a valuation. There has been no trouble as to game after the Game Act came into operation. There are no freeholders living on their own farms in my district. Rents could be paid if the sons of tenant farmers did not work on the farms. I know of farmers without sons who have managed to pay their way, and I know of farmers who have set their sons up in business or on other farms and who have given portions to their daughters. My opinion as to the establishment of a land court is, that the landlord and his tenant would be strangers and not friends. I would like better to deal with the landlord and his agent than to have my business transacted in a court. I believe the causes of the present low prices to be foreign competition, a very dry summer, and the miners' strike.

Chairman.

We are very much obliged to you for your evidence.

Adjourned to to-morrow at Wrexham.

29 August 1894.]

Mr. W. C. HUGHES.

SIXTY-FIFTH DAY.

The County Buildings, Wrexham, Denbighshire, Wednesday, 29th August 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

LORD KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHŶS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. WILLIAM CHARLES HUGHES called and examined.

Chairman.

55,787. You are agent, I think, for several estates?—I am.

55,788. Will you name them?—I am agent for Mr. Phillip Yorke, Erddig Park, Captain Godfrey, Bryn Estyn, Mrs. Girardot, Rose Hill, and I have recently been appointed agent for the Trevalyn estate, close to Rossett. The proprietors are Capt. Griffith Boscawen, Mr. Trevor Parkins, and the trustees of the Rev. J. S. Darvell.

55,789. Do you give evidence for this district?—Yes, for the whole of this district.

55,590. What acreage do you represent?—About 6,000 acres.

55,791. Have you prepared a statement?—Yes, I have a statement following the form of the syllabus.

55,792. If there is anything in it that we have had over and over again, perhaps you will omit it. There are several matters with regard to which we have had a great deal of repetition, and which have taken up a lot of time, so if there is anything you know we have had before us already, perhaps you will leave that out, and give us anything of special interest?—I have been farming all my lifetime, and farming my own farm. I am well acquainted with all branches of farming and its associations in this district, and the different conditions and other matters affecting farming. With regard to rights of pasturage over sheep runs, the Ruabon Mountain is unfit for cultivation; it is only used as sheep runs, over which there are rights of pasturage for those who have land adjoining it, without stint, and no payment is made or demanded for this right of pasturage. The general condition of sheep farming is certainly an improved one from times gone by. With regard to the difference of language, politics, or religion between the landlord or agent and the tenant, I may state that language, politics, or religion have not in any way influenced the choice of tenants. The questions are never asked what their politics or religion may be, and there has never been any difference made, whether a man is Conservative or Radical, or Churchman or Nonconformist. With regard to the special training of agents, when agents are employed I am of opinion that they should be

Chairman—continued.

experienced in farming and thoroughly know farming in all its branches, and have also experience and tuition in estate management. Without that I do not think an agent has the qualifications for knowing how land should be farmed, or whether it is farmed properly, or whether tenants are deserving consideration. As to the question of the usual date of entry in this district, the possession of tillage land is generally given up to the incoming tenant in November, and the tenancy commences on February the 2nd, but the house and premises are not taken over until the 1st of May. With regard to the demand for leases, I may say I have never been asked for a lease, and so far as I am concerned I do not think they are at all desirable. When a tenant is under a good landlord it is to his advantage to have an ordinary yearly agreement. As to whether changes in tenancy have become more or less frequent than in former years, my experience of changes of tenancy, covering a period of 14 years is that they are simply owing to farmers retiring or old age. I have not had occasion to have any unpleasantness in any shape or form, or occasion to give notices to quit. I could give several instances on the estate which I represent where changes of tenancy have taken place, where farmers have taken larger farms. I could give an instance of where a farmer has been in possession for 200 years, and where farmers' sons have also established themselves on the same estate and other estates, and where tenants' sons have succeeded their parents for generations past. As to the question whether, if any mining, brickfields, quarries, or other industrial operations have been commenced on land, has the rent been readjusted or compensation granted in consequence, I may say rents have always been adjusted. With regard to copies of agreements being given to the tenants, I may say I always furnish them with a copy of the agreement, and I have never asked them to sign it without their having had every opportunity of perusing it. With regard to the fixing of rents, it is, as a rule, a gross sum, and there is a general uniformity of rents in the district. The rents of smaller holdings are, as a rule, larger than the rents of larger holdings, for the reason that there is a greater claim on the

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Mr. W. C. HUGHES.

[A.C. 1] *Continued.**Chairman—continued.*

landlord to maintain the premises. The lowland farms let better than the higher ones, for the reason in this district cheese-making is the general mainstay of farmers, and the higher lands are not so adapted for cheese-making. The rents are generally fixed by private treaty. With reference to the question whether farms are let to the highest bidder, I may say I have never had a system of competition, and the farms are never given to the man who bids the highest. In fact I may say this: I have been offered more rent for farms, and I have never even thought of accepting it. I have even had tenants applying for farms and offering more rents than that which is now paid. On the Erddig estate the rent roll is lower now than it was 50 years ago. In 1885 the rents on the Erddig estate and Bryn Estyn estate were reduced 10 per cent.—a permanent reduction—and I furnished the tenants with certificates to produce before the Assessment Committee so that they might have their assessment for poor rates reduced. On the Trevalyn estate I find reductions of 10 per cent. were permanently made on some of the farms in 1887, and 10 per cent. allowance has been made upon some of the other farms from that date. The rents are generally collected about two months after they become due. The tithes have been paid over by me since 1887—previous to the passing of the Act—and then collected from the tenants, and I may say this: they have always paid them most promptly and no word of dispute has ever arisen on the subject. Since that date, and previous to the passing of the Act, I have always let the farms tithe-free. The average size of farms in this district would run from 100 to 130 acres, in round numbers; some would be rather less perhaps, but that would be about it. The cultivation is chiefly that of dairy farming. Labourers are scarce, for the very reason that they flock to the brickworks, colliery, and other works, and therefore it is a very serious item for the farmers when they have to compete and pay wages at a higher scale than what has been the case before. Their fences, ditches, and watercourses are not perhaps attended to as they would have been owing to this. They have not got the money and cannot spend it, and they have so many calls elsewhere. Land has been laid down considerably in this district, sometimes by the tenant and sometimes by the landlord, and the landlord very frequently pays for and supplies the seeds. With reference to fallowing, I do not think there is any land under fallow in the parish of Wrexham or the adjoining parishes now, owing to the low price of cereals. The state of the premises is very much improved and is being improved, the tenants carting the materials for so doing, and the landlord very frequently supplies pipes gratuitously to the tenants, they doing the labour themselves. In some cases the drainage is done by the landlord, and the rate of about 5 per cent. is charged for so doing, which rate is mutually arranged beforehand between the landlord and the tenant. Old buildings are taken down, repaired, and more conveniently

Chairman—continued.

constructed by the landlord wherever it is necessary to do so. I may say on the Erddig estate this has been very largely carried out since I have been agent. The tenant agrees to undertake the haulage of material, and in some cases there has been an arrangement between the landlord and the tenant. The tenant is anxious to pay interest upon the amount expended upon the work, but he has never been charged haulage. He will undertake the haulage himself; at the same time that would not be taken in account according to the question put here in the syllabus. They very frequently offer to do other work most willingly, if called upon, although it is not in the agreement that they should do anything of the kind, except the haulage of the material to their premises. With regard to whether they contract out of the Agricultural Holdings Act, I may say only so far as Section 33 applies, and that is with reference to the notice to quit, the six months instead of the 12 months. With regard to farmers applying to the landlord for written consent for specific improvements, I may say I have never received one. The allowance to outgoing tenants in respect of growing crops as a rule runs as follows: Wheat after clover by half share; wheat after fallow, two-thirds, but as I have said before, there is very little fallow now, therefore that following the last remark would scarcely apply. I have a copy of the agreement here if anyone wishes to see it. (*Handing in agreement.*)

Mr. Richard Jones.

55,793. Is the agreement the same on the different estates that you manage?—Yes, the whole of them. I may also say that they are very similar on other estates as well.

Chairman.

55,793a. Then, with regard to compensation for improvements?—With regard to compensation for improvements, I do not know of any case to my knowledge. In regard to the questions of right, recognised as belonging to the tenants, to dispose of their interest in their holdings to any solvent tenant to whom the landlord shall not have any reasonable objection, I may say this, that if a tenant desires to retire, and he is anxious to appoint a successor, I have never had any objection to his doing so, provided, of course, he was an eligible man, and had sufficient funds to stock the farm. I have an instance, which I could name, in which the outgoing farmer desired to appoint as his successor a friend of his; his references were perfectly satisfactory, and he succeeded him, and is now in the tenancy. Then with regard to the custom as to the sale of the sheep on sheep farms by an outgoing tenant to an incoming tenant, or to the landlord, I may say the incoming tenant, as a rule, takes the sheep at a valuation conducted in the usual way. Fruit culture is not very much carried out in the Wrexham district, but there is a good deal at Holt. There is not

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MR. W. C. HUGHES.

[Continued.]

Chairman—continued.

much gardening here. There have been instruction classes in butter and cheese-making in this district, and they have been very well attended by the farmer's daughters, who have had considerable benefit by attending them. There was a class for cheese-making only this last July upon a farm on the Erddig estate, and it was attended, I believe, by 12 or 14 pupils. The farmers co-operate very much about here in farming operations, helping each other in threshing, harvesting, sheep shearing, and so on. The farmers fully insure their property. Then, with regard to tenant farmers, and their wives taking part in the manual labour of their farms, I say the husbands assist in the outdoor work, the wives and daughters take their part in the interior, in cheese-making, butter-making, and the general requirements of indoor work. Some of the sons and daughters are in receipt of wages, while others receive remuneration. As to the question whether provision is made by the parents on marriage or independent settlement in life, they are started in life financially in whatever undertaking they may choose. On the other hand, very frequently, if one or two sons only are at home, they remain on until their parents retire, in which case they succeed to the farm and the stock, which would be theirs. As to the question whether present rents could be maintained if wages were paid in respect of the children's labour, I say certainly they could. I can scarcely say what proportion of farm labour is hired as compared with that rendered by the members of the household. The hired labourers would be in the proportion of about one-half on the farm premises, and one-half in cottages. The wages of the labourers run to about 18s. per week. About 50 years ago, from old papers which I have in my possession, wages were then 12s. compared with 18s. now. Sleeping accommodation, from my own personal investigation, is better provided for now. The sleeping accommodation is very clean, well ventilated, and comfortable, and they are properly divided, the males from the females. There is an improved state of cottage accommodation in this district, and cottages invariably have their gardens, excepting, of course, in the town. Proprietor farmers are not so good as tenant farmers in this respect. There has been a migration of farm labourers to the collieries and brickworks from other districts. I would suggest, with regard to improving the profits from land, first, a reduction of local taxation; second, the labelling of foreign meat and products; third, an impost upon foreign manufactured articles of food, such as margarine, and so on, and the profits devoted to old age pensions. This would enable the farmers to compete then with foreign competition. The agricultural labourer would have something then to look forward to for his future. On the Erddig estate we have spent between 15,000*l.* and 20,000*l.* upon improvements during the last 14 years, in building new premises, re-instating others, and putting them in such a state that the farmer can make the best of his

Chairman—continued.

product. With regard to how many and what cases we have on the estate of families having held the same farms for generations, if you will allow me, in the first instance, I should like to mention my own case. On my mother's side the family have been on the Plas Power estate for an unbroken period of very nearly 200 years. My mother was the last representative of the family. The family on my father's side have been tenants of Fennant, where I now reside, since 1776. It was then part of the Chirk Castle estate.

55,794. Who is the owner of the Plas Power estate? Thomas Lloyd Fitz Hugh, Esq. My great grandfather came in 1776 to our present abode. Then he was succeeded by my grandfather. They were all farmers, bear in mind. Then my father succeeded him, and now I have succeeded my father. This property afterwards came under the Ruthin Castle estate, owing to the marriage of Catherine Myddelton, and was then the property of Colonel West, of Ruthin Castle, who sold it in the year 1873. We then purchased it.

55,795. You are living on your own land at the present time?—I am living on my own land at the present time, and farming my own farm.

55,796. You are a freeholder?—I am a freeholder.

55,797. How big is that farm?—One hundred and four acres. It used to be larger, but some land has been taken away from it. I may mention that we have several tenants on the Erddig estate, who have succeeded their fathers and grandfathers. I only know one instance where we have had occasion to take unpleasant steps with any tenant. I can speak of them in the highest terms. They always pay their rents most punctually, and a very good feeling exists, I think, between them and the landlord, as has been frequently displayed. When the late squire, Simon Yorke, attained his 80th birthday, they presented him with a very handsome Bible, and showed other tokens of their esteem. I may also state that I have a list of applicants for farms, even although there are no farms likely to be vacant, from good reliable men—men whom I should be glad to have as tenants, and men of ability and capital. So far as letting the farms is concerned, I have no trouble whatever. I think that the district of Wrexham has not felt the depression as other districts have, for the very reason that it has a large mining district around, where the consumption is considerable, and also that dairying is the chief backbone of their occupations. There are several other tenants on the other estates of which I have the management. They have been there for, I should be afraid to say how many generations. I cannot speak perhaps as fully with regard to the Trevalyn estate, for the reason that I have only recently had it—about six months ago. The same good feeling exists there as on the other estates. On the Bryn Estyn estate there are tenants who have been there for some consider-

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[Continued.]

Mr. Richard Jones—continued.

able time, and also on the Rose Hill estate. I do not think I have any other remarks to make.

Mr. Griffiths.

55,798. Do you consider the right of pasturing when you let farms adjoining the mountains?—Well, to a certain extent, I do, but I may say I think I have only two or three that would be affected by that right of pasturage.

55,799. Then you find no difficulty. Do the sheep all run together?—All run together, and then they have a specified day for all the farmers around to meet together for sheep-shearing or for drafting, as the case may be.

55,800. Have they a general shepherd, or does each farmer have his own shepherd?—No, they would do it all themselves personally, or their sons.

55,801. Are you able to speak Welsh yourself?—Very little.

55,802. You understand Welsh, I suppose?—I understand a little, but I should be afraid of transacting business in Welsh, for fear I should make a mistake.

55,803. You do not find any difficulty of that kind?—Not the slightest. Those farmers who do speak Welsh speak English equally well.

55,804. Do you think there is much improvement in the cheese-making and butter-making of the neighbourhood since you established classes?—Well, the cheese-making classes have only been held this last July, but, as far as the cheese-making goes, it has improved tremendously in say, the last 10 years.

55,805. Do they adopt the principles they are taught, in most of the farms?—Yes, they have to do so, so as to compete in the market. They would be out of date if they did not.

55,806. I suppose you do not encourage tenants to come and offer for farms when there are farms to let?—Most certainly not.

55,807. But with all that they will come and make offers?—I may say this, that I scarcely come to Wrexham market without I have an application for a farm. I was there on Monday week, and I had three applicants for a farm on that day—men of capital—men I should be very pleased to have on the estate if I had a vacancy.

55,808. When you have a re-valuation, do you do the valuation yourself, or do you employ a valuer?—I do it myself.

55,809. And satisfactorily to both parties, no doubt?—Oh, you mean as between landlord and tenant. Well, in a case of that kind, I may perhaps seek the advice of another person, but I have really so seldom had occasion to decide a point of that kind.

55,810. It is generally settled amicably?—Always amicably. I have never had any trouble.

55,811. Do the landlords of all these estates assist the tenants in laying down land for pasture?—In some cases we have done so.

55,812. In very few cases you have not?—In fact I have only had about four or five cases

Mr. Griffiths—continued.

under my notice. It was in two changes of tenancy: there was more land under tillage than the tenants desired, and the landlord agreed in all those cases to supply seeds after I was satisfied that the land was thoroughly clean.

55,813. Then do you bind down the tenants that this land should not be ploughed?—Yes, it is their desire that it should not be ploughed.

55,814. The land must be pretty good, then?—Well, the tenants are only anxious to lay more down if I could possibly meet them, but we have sometimes to draw the line.

55,815. Then you have sometimes charged interest at 5 per cent. on drainage expenditure, and so on. Have you any period of exhaustion for such work?—No, I have no period.

55,816. Do the tenants generally keep the mouths of these drains open very well?—Yes, they are very good for that.

55,817. Because otherwise drains will be of very little use?—I may say this, they are very anxious to do it themselves, and they do attend to it. I have never had occasion to remind them. I have visited the places occasionally to see that they are opened, and I have always found them well attended to.

55,818. Then I understand you allow an outgoing tenant to choose a successor?—I have done so.

55,819. Does any money pass between them, do you know?—I do not think so; I should not be a party to a thing of that kind.

55,820. Still a tenant may have occasion to leave a farm when he cannot carry away his improvements with him?—Yes; but I do not think in the instances I have come across that any money did pass.

55,821. You have never seen it?—I have never seen it, no; at least I could almost be certain that it has not been the case, because the incoming tenants would have told me.

55,822. You have no claims for general improvements on the farms, I suppose?—No.

55,823. Have you much poultry farming in this neighbourhood?—Yes, the farmers' wives do it, but they do not make it a speciality.

55,824. More could be made of it?—Well, I do not think so, not with their system of farming. I do not think it would answer so well here; the land is almost too good. They would be more for cheese-making and dairying, but many farmers do have a large number of fowls I am aware of that, and they do pretty well by them.

55,825. And cottagers as well?—Cottagers as well.

55,826. They are more able to look after them?—Yes, but a good deal of money is made by the farmers' wives; I am aware of that.

55,827. Have you sufficient cottages for the labourers in this district?—Well, we are rather short of cottages, and it would be to the advantage, I must say, of landlord and tenant to have more cottages, but the tendency is for the men to get to work in the towns.

55,828. Do any cottagers keep cows?—Yes, several do.

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Mr. W. C. HUGHES.

[Continued.]

Mr. Griffiths—continued.

55,829. How do you find them do, as a rule?—Well, I think it is better, because the tendency is to make the labourer more contented.

55,830. And he is able to maintain his family?—Able to maintain his family.

55,831. And bring up his children better?—Yes.

55,832. And those children, we have found, become more useful than they would otherwise do?—Very much more so, because they are initiated into the work of their future lives. They know the management from their childhood—how cows and whatever other things they have should be attended to.

55,833. Then you are of opinion that it would be better for all farm labourers to have a bit of land to keep a cow?—Yes.

Mr. Richard Jones.

55,834. You say you think that every agent ought to have a practical acquaintance with agriculture?—Most certainly.

55,835. Have you a diploma?—I have not.

55,836. What training have you had?—I have been on a farm all my lifetime. I know all the work on a farm, and I can do it myself.

55,837. You have never been at an agricultural college?—I have not.

55,838. Are there any Welsh tenants on the estates which you manage?—Yes.

55,839. But I suppose they know sufficient English to make themselves understood?—Oh, yes; they always transact their business with us in English, and, in fact, I may say they nearly always transact their business with other people in English. They may possibly as well do it in Welsh, but really around here it is nearly all conducted in English, more so than Welsh.

55,840. Speaking from the practical experience which you have had as an agent, is it your opinion that it would be desirable for an agent to know Welsh in order to manage a Welsh estate?—For this part of the district I should not think it would be necessary.

55,841. But on an estate, say, in Merionethshire, in a Welsh neighbourhood?—Probably then it would be desirable.

55,842. It would be a desirable thing?—It would be desirable there, certainly.

55,843. All the farms have Candlemas takings?—Yes.

55,844. You have none at Lady Day?—None at Lady Day.

55,845. And I suppose you would recommend Candlemas takings?—Yes, it is the custom of the country round here, so as to give an incoming tenant a chance of tilling any land which might be dirty—he would have a chance to get it in the proper form in the spring, so that all the work should not come upon him at once.

55,846. It is far better to have Candlemas takings than Lady Day takings?—Far better, because when the spring comes the man is far better able to do all the work to his satisfaction; if he has taken possession of the land in the winter, and it is a favourable winter, that will

Mr. Richard Jones—continued.

be of assistance to him in the spring, and he will have a better chance of making it pay him in the first year of his tenancy.

55,847. I am quite of the same opinion as you are in that matter. Of course, all the hay and straw is consumed on the premises?—On the premises.

55,848. Are there many instances of farmers retiring on the estates you manage?—Yes.

55,849. Having made a competency sufficient to keep them?—Yes, and then they retire.

55,850. And when they retire they go to a town?—Yes, or go perhaps to live with a relative, and perhaps their sons would follow them on, or they may make other arrangements, I am in a position to know many who reside with their sons, and their sons carry on the farm—they live with their sons.

55,851. Have you had many instances where you have let farms to persons other than relatives of the former tenants?—Yes.

55,852. What is the course you generally adopt to let a farm?—In what way do you mean?

55,853. When a farm becomes vacant, and there is no relative of the former tenant?—I should pick the best applicant, the man most desirable as a tenant—a man I should know. I may say I know the district pretty well, and I know most of the people round here, and then if I found one who was financially satisfactory I should choose him. The great thing is to get a tenant farmer who understands farming, a man who is thoroughly competent, a practical man, a man who can put his hand to whatever may be going on on the farm. Those are the sort of men we ought to have as farmers.

55,854. You find that there is a good supply of this kind of farmer in the neighbourhood?—Yes, there is.

55,855. There is never any difficulty in letting a farm to a competent man?—No.

55,856. Do you consider that the working expenses of the farm are higher now than they were say 15 or 20 years ago?—Yes, they are.

55,857. A good deal?—Yes.

55,858. Do you think that is taken sufficiently into calculation by the landlords in making a reduction or an abatement in the rent?—Yes, it is.

55,859. You say that the farmers in this neighbourhood have not felt the depression so much, inasmuch as they are contiguous to good markets, Wrexham, Oswestry and other market towns?—They have not felt it so much in this district, no.

55,860. Then you contend, that really the tenants benefit, and not the landlord?—Well, it is natural that the landlord and the tenant would not feel it so much.

55,861. But you would not go so far as to say that the tenant benefits entirely by the fact of the farm being in a good neighbourhood: the landlord benefits to some extent?—No. I do not think the landlords would any more, because our rents are lower than they were 50 years ago. My rent roll is lower than it was 50 years ago.

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[Continued.]

Mr. Richard Jones—continued.

55,862. Then you represent, of course, that the tenants benefit entirely?—Well, they certainly do benefit, there is no question about that, more so than they would perhaps where the land is all under tillage.

55,863. I suppose it is grazing land chiefly that pays?—Chiefly grazing.

55,864. What did you say with respect to hauling to buildings?—I did not quite catch what you said?—For repairs do you mean?

55,865. Yes?—The tenants very frequently undertake the haulage of material for the repairs, and are only too anxious to do it, free of charge.

55,866. You have no provision in your agreement for compensating a tenant when he hauls to a building, suppose he left in the following year?—Yes, there is a clause; we should not ask the tenant to do the repairs during the last year of his tenancy. That clause is in the agreement.

55,867. Suppose he did the hauling in the year before he left?—Oh, I should certainly compensate him. I should meet him favourably on the subject. It is only fair to an out-going tenant. I mean to say, suppose, for the sake of argument, the tenant died this year, and perhaps last year he had done considerable haulage to the farm; if the family were not succeeding on there I should make arrangements with the widow or his representative.

55,868. You would have no objection to having a provision to that effect put in the Agricultural Holdings Act?—Most certainly not. It would be unfair to think of it, because perhaps he may be inconvenienced during harvest time.

55,869. Is the Agricultural Holdings Act operative in this district?—Yes.

55,870. Does it work satisfactorily?—There are several clauses there, I think, that could be improved.

55,871. Are the schedules satisfactory?—Yes.

55,872. There is no desire, then, to enlarge the schedules, to have any additional items in them?—Speaking off book now, I do not think so.

55,873. Do you think that there should be any provision made for the general improvement of a farm, that compensation should be given for general improvements on a farm?—Well, that would be embodied in the Act of 1883.

55,874. No, there is no provision made for general improvements?—Certain improvements are in the Act.

55,875. Yes, certain improvements, but not general improvements?—Well, according to our agreement there is provision allowed for the tenant.

55,876. Yes, for certain specific improvements?—Yes, certain specific improvements.

55,877. But I mean the general improvements of a farm?—Well, it entirely depends.

55,878. What do you mean by that?—If you will kindly pass me my agreement I will tell you. (*Agreement handed to witness.*) With regard to the consumption of cake and corn, the

Mr. Richard Jones—continued.

outgoing tenant would receive certain compensation under that agreement; that would be an improvement on the farm.

55,879. Quite so; but supposing that a farmer goes into a farm which is in a filthy state, and he cleans that land well, and improves generally the state of the farm?—Yes; well, probably he would take it at a lower rental, and it would be to his interest to do so.

55,880. Yes, but he might be disturbed in some way or other?—But I do not think the landlord would take advantage of a tenant in that way in this district.

55,881. But you have to provide against emergencies of that sort?—Yes, and so we have to provide where tenants leave their farms in a very dirty state.

55,882. That is quite true; I think the landlord should be protected as well as the tenant?—Quite so.

55,883. But there is no provision made, you see, in the Act for a case of that kind?—Well, I certainly think if a tenant does improve a farm he should be compensated, but I have never had an instance of the kind.

55,884. Still an instance might occur?—Possibly it might.

55,885. You say that proprietor farmers are not in such a good position as tenant farmers?—No.

55,886. What do you mean by that?—I mean the proprietor farmers are not so well off as the tenant farmers. That is a clear reply, is it not?

55,887. Do you mean not if he had sufficient money to pay for the place?—No, for the very reason that he has his premises to maintain, and those premises are maintained and kept in repair by the landlord. I know plenty of instances in and around this district where proprietor farmers are not so well off, in a manner of speaking, as the tenant farmers, on account of the charges upon his land in maintaining the premises.

55,888. Of course you will admit that there is a certain amount of advantage in being a proprietor farmer; the tenure is secure?—No, I do not admit it at all.

55,889. But, under the present condition of things, the tenant farmer cannot say that his tenure is perfectly secure, though it may be on some estates?—Speaking of around here I do not know whether a tenant is better off by being a proprietor than he would be by being a tenant farmer.

55,890. Then there must be something very exceptional?—Well, we are very exceptional, I must say.

Mr. Grove.

55,891. As to your last remark, have there been any recent sales of estates in this district?—Not of estates, but properties have been occasionally sold.

55,892. Then you do not attach so much importance to what is known as security of tenure?—No.

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[Continued.]

Mr. Grove—continued.

55,893. You speak of the Agricultural Holdings Act. You have not had any notice, I think you said, under that Act, or only one or two?—I am not very sure if I have not had one, but I will not speak positively.

55,894. You seem to be well acquainted with the provisions of that Act yourself; do you think, as a rule, the farmers are well acquainted with it?—No, I do not think they are so well acquainted with it, because they rely a good deal on the custom of the country here.

55,895. There are, of course, agricultural societies and farmers' clubs in the county?—Yes.

55,896. And you think that those clubs do not take up the consideration of the Agricultural Holdings Act?—I believe in Shropshire there is a good deal of discussion there.

55,897. But not so much in this district?—Not so much in this district.

55,898. You have given us instances of what we might call successful farming?—Yes.

55,899. Do you think that that applies at the present moment in the same degree as it did years gone by?—I think so. I have no occasion to think otherwise.

55,900. Then generally speaking you do not think there is so much depression in agriculture at the present time?—Certainly, there is depression compared with what we had in years gone by.

55,901. But serious depression?—Yes, especially in growing cereals. The markets will speak for themselves.

55,902. I think you gave us the total acreage of your estates as about 6,000 acres?—About 6,000 acres.

55,903. How many farms would that represent; that is, roughly speaking, how many tenant farmers would you have?—I think from 100 to 120, perhaps, speaking off book.

55,904. As to your suggestions with regard to old age pensions, of course you mean pensions applicable to old age in all parts of the country; not merely the farming interest alone?—No, to cover all.

Sir John Llewelyn.

55,905. Does your experience go into the Welsh part of the county?—No, only for this district really. We have certainly a good deal of Welsh about the county.

55,906. I know you said so, but some parts of the county are especially Welsh?—Yes, some parts of Denbighshire.

55,907. Have you any experience in those parts of the county?—I have not.

55,908. I think you told us that the farms of which you have cognizance are from some 100 to 120 acres, or about that size?—There are a great deal larger than that, and some smaller.

55,909. Some larger and some smaller, but that is about the average?—That is about the average, as near as I can speak to.

55,910. About what would be the average rent of those farms per acre?—The best farms would be about 30s. an acre.

Sir John Llewelyn—continued.

55,911. Those are principally, I suppose, grazing land?—Yes, dairy farms. There are of course, some under 1l. an acre. I have some under 1l. an acre.

55,912. I think the time of the greatest depression in this country was the time of the rhinderpest?—Yes.

55,913. It was very severe then?—Very severe then.

55,914. In fact, I think the adjacent counties felt it as much as any part of England and Wales?—Oh, yes, it was very severe in 1865 and 1866.

55,915. Could you tell us anything about the education of farmers' sons?—They are certainly taking every advantage, where they possibly can, of giving them a very good education, as far as their means will allow them.

55,916. We found in many parts of Wales that the sons of farmers have been brought up to the learned professions, to the law, to medicine, and as preachers of the Gospel. Is that the case here?—Yes.

55,917. And some sons are brought up to the specific industry to which their fathers have been attached, that is the land?—Yes, very frequently the eldest son will remain at home with his father, to manage the farm, and the younger sons will take up professions or other undertakings in the district.

55,918. So that you find the education of farmers' sons is maintained at a high level?—Oh, certainly. It has improved.

55,919. Do you consider that there are any differences in the customs between this part of Wales and the adjacent parts of England?—Yes, there are, in several cases that I am aware of.

55,920. Would you tell us what they are?—In one case, the taking over of the tillage land. That does not apply in some parts of the country.

55,921. Are your customs written or unwritten?—Unwritten customs.

55,922. Because we have heard, I think, in another part of the same county that they have adopted the Shropshire custom?—I have never seen a written custom of the country here.

55,923. Do you know the Shropshire custom?—I know a few of them, but I have not studied them.

55,924. That, at all events, is not adopted as a written custom in this neighbourhood?—No.

55,925. Then do you consider that the agricultural labourers are in an improved condition now from what they were?—Yes.

55,926. Are you in a position to tell us, with regard to their thrift, whether they put by in the savings banks in any increasing proportion?—I am a manager of the Wrexham Savings Bank, and I know that a good many do put money into the bank.

55,927. In any increasing numbers?—I could not say as to increasing numbers.

55,928. In a healthy proportion?—Oh, I think so.

55,929. Taking into consideration their numbers around here?—Yes I think so, because

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[Continued.]

Sir John Llewelyn—continued.

we are obliged to pay labourers fairly well otherwise we could not obtain them.

55,930. But do they take advantage of the savings banks, that is what I mean?—I should think they would do.

55,931. The majority of them?—The majority of them.

55,932. Did you put in the list of those farmers who have been for a very long period on the estates with which you are connected?—I have not put them in.

55,933. May we see it?—I have not a copy here with me.

55,934. You have such a copy?—Yes, I have a copy at home.

Chairman.

55,935. Will you send us in a copy of it?—I could possibly do so, yes.

Sir John Llewelyn.

55,936. Do the smaller farmers, as well as the agricultural labourers, take advantage of your savings bank?—Yes, I think they do, because they would, perhaps, put their money together there to await a rent day or any other charges which may be coming; others deposit a good deal in the local banks here.

55,937. Do you take any interest in the friendly societies?—I have not taken very much interest in that way, but there are a great many friendly societies around here, and many do subscribe towards them.

55,938. Then you spoke about the letting of farms. You told us that now, since you had been agent, you have let all the farms for which you had new tenancies tithe free?—Tithe free.

55,939. Is that after adding to the rent what the old tithe was, or not?—We have taken the basis of the present amount of the tithe, the commutation.

55,940. Was that added to the old rent or not?—Yes; they would pay their rent to the landlord, as was usual, and then pay their tithe to the tithe owner.

55,941. In respect to the sheep walks with which you have experience, I think you said that the sheep were turned out on commons without stint?—I believe there is a margin for every farm, but it would not be to their interest, perhaps, to put the full number on, because they would not thrive on the mountain. They would be overstocked.

55,942. Who would be the authority who would decide as to the overstocking or otherwise of the mountain?—Well, they would use their own discretion, I think.

55,943. And you also said, I think, that the borderers only turn out on the common?—The borderers only.

55,944. Then again, who is the authority who decides whether people are trespassers on the mountain with their sheep or not?—The

Sir John Llewelyn—continued.

farmers adjacent to the mountain would soon do that.

55,945. Have they any authority in the matter?—I think they would all combine together.

55,946. Can you tell us what the combination is?—No; I do not think there is combination, but naturally the farmers would object to anyone wrongfully putting sheep on.

55,947. That I can quite understand, but how would they put their objections in force?—Well, they would simply drive them away, I presume, but I have never heard of a question arising owing to that.

55,948. Do you consider that the commons are, in your own opinion, overstocked or not?—No, I do not think so. Of course they have to vary them according to the seasons—such a season as last year and this season, for instance.

55,949. You are not aware that the farmers are asking for any greater protection than they have now?—No.

55,950. They are capable of protecting themselves?—I have never heard the question broached.

55,951. I think you told us that, so far as your own experience is concerned, you have to do with about two farms?—I have four farms.

55,952. But with regard to those farms, you have not heard of any complaint?—None whatever.

Mr. Griffiths.

55,953. You say you made no abatements?—Yes, we made a permanent reduction. The late Mr. Tench, who was the former agent to the Erddig estate, made a reduction of 10 per cent. in the rent, I think, in 1878, in those wet seasons. I succeeded in the year 1880, and I continued it for two or three years. Then I ceased making that allowance. Then we made a permanent reduction in 1885 of 10 per cent. on all the farms, every one, without any other arrangement.

55,954. Why I ask is that I know the depression has not been felt so much in dairy farming?—Yes, dairy farming has certainly been the mainstay of especially the Cheshire farmers.

55,955. Pigs have been selling pretty fair, but other things, cattle and sheep, have not been selling so well?—No.

55,956. Are labourers as efficient now in this neighbourhood as they were formerly?—No.

55,957. They are not as efficient?—They are not as efficient.

55,958. I see in the Report of the Labour Commission Mr. Owen Slaney Wynne expressed the opinion that the labourers here, that is in Denbighshire, are not nearly so efficient as those in other parts of Wales?—I will not say in other parts of Wales, but I know they are not as efficient as they used to be in this district—speaking of this district only, I mean.

55,959. The young men do not pride themselves on their work?—No, they do not, no doubt.

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[Continued.]

Mr. Richard Jones.

55,960. You say there is no attention paid fruit culture, or horticulture, or to poultry farming, or bee keeping?—Not particularly as to poultry—not more than I have told you before, but in the district of Holt there is more attention paid to horticulture than there is in any other part of Denbighshire, strawberry growing and general gardening.

55,961. Do you think the climate here is suitable for horticulture and fruit culture to such an extent as to make them reliable sources of income?—No, for several reasons. We should be overrun with trespass to start with. You would grow your produce very well to a certain pitch, and then, owing to the population around here, you would not be able to gather very much of it in. You have to have extra provision made with regard to fruit growing owing to that obstacle.

55,962. So that you would not say that the farmers are dull to their own interests because they neglect these branches?—No, because I think that dairy farming would pay them better. The land is better adapted for dairying generally than it is for fruit growing; but, as far as Holt is concerned, of course the climate is very suitable there, and so is the soil.

55,963. We so often see farmers recommended to try these things?—I call it a farce.

55,964. You say that when children work at home they are remunerated?—Yes.

55,965. In what way are they remunerated?—Well, suppose for the sake of argument, there were several sons, the sons who did not remain at home would be started in life in whatever undertaking they chose.

55,966. So that although they do not get any wages while they are working at home, they would be started in life?—Well, they would be financially started in life, or else, if they were farmers, their fathers would stock their farms for them.

55,967. And you think that that is as good an equivalent as having wages?—Equally so, because they are all working for the common profit.

Chairman.

55,968. There are two or three questions that have been put in by Mr. Llewellyn Jones: "Do you not think six months' notice to quit somewhat inadequate in view of the fact that tenants have to do haulage free?"—I have already said that suppose a tenant left he would be allowed for any haulage he might do during the last year of his tenancy.

55,969. "Are these applicants for farms on the estate you represent at the present moment tenants on other estates?"—Some are. Most of them have sons for whom they are desirous of applying; they apply on behalf of their sons.

55,970. Not on account of themselves?—Not on account of themselves.

55,971. "Are the small farms let at a higher rental owing to their being applied for by men working in mines and collieries?"—Not so much.

Chairman—continued.

55,972. "Is not the estate you manage considered to be one of the best estates in the district?—I do not think it is more so than others.

55,973. "Do you think that the relations between the landlords and tenants on all the estates in the district are as satisfactory as on the Erddig estate?"—Equally so.

55,974. "How would you propose to reduce local taxation?"—Well, the poor rate is a very heavy charge, but at the present moment I could scarcely go into that question. I may say that on my own farm I have the receipts for the poor rate close upon 100 years ago, when it was 30s. a year, and now it represents about 25l.

Sir John Llewellyn.

55,975. That does not all go to the relief of the poor; it goes to a number of other things besides?—Yes, but still it comes under the poor rate.

Chairman.

55,976. There are some further questions by Mr. Llewellyn Jones: "Did you purchase Fennant by private treaty or at a public auction?"—That will require a little explanation. In the first place the person who bought the farm paid a deposit, and he had not the money to complete the purchase. He offered it to us afterwards. It was too dear, we thought, at the time. The purchase money was 5,600l. It was withdrawn at the sale at 4,500l., and my brother was the highest bidder. This man afterwards offered 5,600l. for it. He paid a deposit, but was unable to complete. My mother was at the time very much upset about leaving the place, inasmuch as we had been there for so many years. It affected her health to such a degree (I may say my sisters and myself are the proprietors of the farm—I should have said that before) that rather than she should suffer we agreed to take over the farm from Mr. Thomas Jones, who was the purchaser.

55,977. "Were you not compelled practically to pay for your own improvements?"—No.

55,978. You consider not?—No; because if we had not purchased it we should have had to have gone elsewhere. Our money could have been invested in something else.

55,979. Still I understand you to say that you bought the farm 1,000l. too dear?—Yes, simply for the sake of my mother and the old associations.

55,980. And you spent a certain amount of money on the farm?—Certainly. We had to do a lot of draining.

55,981. You had done the farm well?—Yes, the farm had always been well done.

55,982. And you had spent money on draining, and so on?—Yes.

55,983. Hedging and fencing?—Yes, a good deal. Still, we were quite satisfied.

55,984. And still you had to pay 1,000l. more than you considered the farm was worth?—Yes, rather than leave the old home.

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[Continued.]

Mr. Richard Jones.

55,985. Do you think that feeling is general in Wales—that people buy their old homes out of a feeling of sentiment of that kind?—Well, I must say, as far as I have read in the papers of the sales in Anglesey and Carnarvonshire, many farmers have bought their own homes, and done very well by doing so.

55,986. They have not done very well if they have paid more than the farms are worth?—Oh, I do not say that. I beg your pardon; I did not understand the question.

Chairman.

55,987. Mr. Llewellyn Jones further asks: "Have you any objection to stating what the rent of your farm was at various periods during the century." Can you give us that?—Yes. In the year 1776 the rent of the farm was 10s. an acre. There were some improvements done. I really could not quite tell you the date now, but the rent was advanced to 30s., or something like 35s. altogether. I think 32s. was the rent when we left.

55,988. Was that date 1865?—1873.

55,989. The rent in 1873 was what?—About 32s. an acre.

55,990. And at the end of the last century it was 10s. an acre?—10s. an acre.

55,991. And it had been in your occupation the whole of that time?—The whole of that time.

Mr. Richard Jones.

55,992. The question I asked you was this, whether you thought there were many Welsh farmers who had bought their holdings from a similar feeling to yours, that is to say, to secure their old home?—I do not think so.

55,993. You mentioned cases in Anglesey?—Yes.

Mr. Richard Jones—continued.

55,994. What prompted those people to buy their holdings?—They simply bought the farms rather than that others should buy them. Some bought them as an investment; they had their money and thought, "Well we may as well invest in land; it will be as safe, perhaps safer, than some other undertakings, and we will rather put our money in the land which we shall till."

55,995. Do you think they paid more on that account?—No, I do not think so, because they would not have purchased it to throw their money away.

55,996. I do not know that. According to your showing you have given 1,000l. more?—Yes, not for the sake of living there, on account of my mother's health. I did not say we had given 1,000l. too much for it.

55,997. You gave too much?—We gave too much for it.

55,998. It is very possible that many Welsh farmers have done the same in order to secure their homes?—No, I do not think so. And another thing, it suited our convenience to buy the place, because we had other land adjoining the place where we lived which we owned before.

55,999. Do you think that a farmer would be desirous of buying his holding if he felt perfectly secure against any disturbance?—No, I do not think so. I may say that this Mr. Jones had threatened to turn us out. When he bought the farm he gave us notice to quit. We asked him to treat, at least we treated with him for a continuation of the tenancy, and he refused us point blank, and that was the reason.

56,000. So that every estate is not conducted the same as the Erddig estate?—Unfortunately, there are some people who do not know how to manage estates.

The witness withdrew.

Mr. CHARLES DAVIES called and examined.

Chairman.

56,001. You are a tenant farmer, and you live at Cox Lane, Rossett, and the owners of the farm are the representatives of the late George Boscawen, Esq.; is that right?—Yes. I should like to make a statement, if you please.

56,002. Yes, that will be convenient?—The acreage of my holding is 26 acres, without sheep run. There has been no recent enclosure of waste land in the neighbourhood. There is no unenclosed land. There are no rights of sheep walk in the district. Politics, religion, or language make no difference whatever between my landlord and myself. There is no Welsh spoken here. Date of entry: February 2nd for land; May 1st for house. Agreements are the most common. I know of no cases in which tenants have asked for leases and have been refused. I think with landlords like mine, tenants are quite as safe under agreements as under leases. I do not object to my agreement.

Chairman—continued.

I have not heard of any owners using the stricter clauses in agreements against a good tenant. I have not heard of any tenants being refused a copy of their agreement. I should think a tenant would not be likely to take a farm without understanding his agreement. Rent is fixed at a lump sum. There is uniformity in the rents of lands of similar quality on the same estate. Rent of small holders is generally larger than that of large farmers in proportion. There are no services other than payment of rent rendered by tenants on this estate. Holdings are not let to the highest bidder. We stay on the farms for generations. My rent has not been raised, and I have received 10 per cent. abatement for several years. Local rates have not increased. There has been no consolidation of farms upon this estate. Small farmers are the best farmers. Small farmers provide best for their families, and I think small farmers can stand out the

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[Continued.]

Chairman—continued.

longest against depressed prices. Farmers do not sub-let. Rent is due February and August, and time of payment postponed to April and October. Labourers are not scarce. There is no land going out of cultivation. There is no waste land capable of profitable reclamation. Arable land has been laid down in pasture, because milk selling and dairying is more profitable at the present time. Root crops have not decreased, because farmers must have root crops to produce milk. Fallowing has fallen into disuse, because farmers have better implements to clear their land with, and green crops are more profitable. Improvements are generally made (i.) by landlord: buildings for stock, protection from river encroachments, gates and posts; (ii.) by tenants: fences, manures, and seeds. I do not know as to compensation, as tenants are on the farms from father to son, the same family remaining upon the same farm. I have heard of the Agricultural Holdings Act, and understand that it is binding. There is no trouble about game in the district. I do not know of any freeholders in the district, only those that are capable of living without farming, I may add that. There are some farmers that farm, but they are capable of living without farming—not for a living. I know there are families who all work upon the farms; I cannot say if they receive wages. I know of farmers without sons who have managed to pay their way. And I know of farmers who have set up their sons in business, and some on other farms. As to a land court, there is none needed on our estate. I believe that the food coming from abroad is the cause of the present low prices. That is my evidence.

Sir John Llewelyn.

56,003. Have you laid down any arable to grass?—No, we do not plough any.

56,004. It is grass land?—It is grass land.

56,005. You say you have had an abatement of 10 per cent. for several years. Have you been able to get any abatement from the Assessment Committee in your rates?—No.

56,006. Have you tried?—No, I knew it was no use trying until I got a reduction in rent.

56,007. On a permanent reduction you would get your rates reduced?—Yes.

56,008. But not upon a temporary abatement?—No.

56,009. Even, although it has gone on for several years?—It has gone on for very nearly 14 years.

56,010. Do I understand you rightly, that your local rates have not increased?—They have not.

56,011. You are in a happy position then?—I may say the rates in this district have decreased the last five years.

56,012. Perhaps you are a guardian?—I am assistant overseer.

56,013. Although the local rates have not increased I suppose the price of labour has?—

Sir John Llewelyn—continued.

Yes, the price of labour has a little with us. We are not so near the works as they are in this neighbourhood.

56,014. I suppose there is a great migration of the labourers to the works?—Yes.

56,015. When you say that the farmers do not re-let, do I understand that that applies to others besides yourself?—No, I am only speaking for the Trevalyn estate; on that estate alone.

56,016. There is no sub-letting?—No.

Mr. Grove.

56,017. You say that politics and religion make no difference between you and your landlord?—They do not.

56,018. Do they make any difference in any other part; have you ever heard of any differences?—Not on that estate. I do not believe my landlords would interfere with anyone for that reason.

56,019. You have not heard of differences with anyone?—It is a matter I have not given any consideration to.

56,020. Have there been any recent sales of properties that you know of?—Very little in our neighbourhood; only an odd house or two.

56,021. Do you consider at the present time there is a great depression in agriculture?—Yes, I do.

56,022. You say that local rates have decreased?—Yes.

56,023. Has the total rateable value of the union increased in consequence of the industries?—Yes.

56,024. The total expenditure in the union, perhaps, has been more than it was previously, but the rate has come down because the rateable value has increased?—The increase has been some years, say 14 or 15 years, since the increase in the railways and other things that come in to be rated—I should think it is 15 years ago from memory—and since then the rates, within the last five years, have come down. Take the whole of the five years, they are less now than they were.

56,025. Then it is not so much in the increase of the rateable value the last five years as in economy of managing the affairs of the union?—That I believe; it is economy somewhere. The rateable value has come down within the last five years. Fifteen years ago, say, it was at a certain standard, and since that it has been gradually coming down, with the owners lowering the rents continually all the while, year after year.

56,026. You say your enclosed land is 26 acres?—Yes.

56,027. Will you give us the rent?—I think my rent is 52*l*.

56,028. Then you have, of course, a sheep run?—No, I have no sheep run.

56,029. You have an agreement with your landlord?—Yes.

56,030. You are satisfied with the clauses of that agreement, are you?—I am satisfied with

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[Continued.]

Mr. Grove—continued.

my agreement in this way: My family has been on that estate for, I think, five generations, and whatever the agreement is I know that my landlords will not remove us. I am satisfied about that, whatever the agreement is on the estate.

Mr. Richard Jones.

56,031. You say that your rent has not been raised. How long have you occupied that 26 acres?—I have occupied it about 32 years.

56,032. And the rent has not been raised during that time?—No. I have not 26 acres under the representatives of the Boscawen estate. I hold land under others. I have meadows under other gentlemen, but the whole of my holding is a small holding.

56,033. You hold under different landlords?—Yes.

56,034. You pay on an average 2*l.* for the land?—I have my house and something like 13 acres of land under the representatives of the Boscawen estate for 25*l.* 10*s.* I pay 2*l.* an acre for the meadows.

56,035. So that we could not regard you as a typical farmer?—Not quite.

56,036. In your capacity as assistant overseer do you find that farmers are ready to pay their rates?—Well, I have always collected the rates, but I know that, speaking for the farmers, it is not a very easy matter for them to pay in these days, whereas it was easy for them 20 years ago. It was a great deal easier for the assistant overseer to collect the rates 20 years ago than it is to-day.

56,037. Have you had any occasion to bring cases before the magistrates to enforce payment??—Never with respect to a farmer. I have had some that held other property that I have had to bring up. I have had, I think, about seven cases in 25 years.

56,038. Do you find that farmers are more conscientious in paying their debts than other classes of the community?—I have never had any trouble with anyone who was born in that neighbourhood; but those who have not come out of it have very often wanted to go away and leave me.

56,039. That is your experience. You find it more difficult to get the rates now than you did 20 years ago?—Yes.

56,040. Are you satisfied with the profits which you make from these 26 acres of land?—Do you mean to say if all I was getting was the profits from it?

56,041. Are you satisfied with the profits which you make from those 26 acres?—Oh yes, I am, and I will tell you why: I keep two horses as well as cows, and I must have something to keep them on, and if you buy everything for your horses, that is not very wise.

56,042. Which do you find more profitable, collecting rates or farming?—Well, I think that on the whole the collecting is most remunerative. I do not only collect rates, but I collect rents. I do a little road surveying, and collect the

Mr. Richard Jones—continued.

taxes, too; so that I am really a general collector.

Mr. Griffiths.

56,043. Have you a copy of your agreement?—Yes.

56,044. Will you hand it in?—Yes. (Handed.)

56,045. Is it the same as that which the last witness handed in?—I expect so; it is from him.

56,046. He is the agent of the estate under which you hold?—Yes.

56,047. In his evidence he told us that tenant farmers were rather better off than labourers. You state that most freeholders are able to live without farming?—Yes, they are.

56,048. That is rather a different statement, is it not?—Those that have farms of their own in our neighbourhood have had somebody born before them that had got that money; they have not got it by their own farming. We have not any farmers that are simply buying the farms and trying to live upon them. We have people who have had fortunes left them.

56,049. You do not consider the tenant farmers are better off than those people do you? I should like to try the other.

Mr. Richard Jones.

56,050. You say that you think small farmers are the best farmers?—Well, I will go as far as Mr. Hughes has gone, and say that I do not call 220 acres a large farm, but I think you may call a farm a large farm when it has 300 or 400 acres.

56,051. Do you think a farmer on a farm up to 200 acres is more skilful than a man who farms 400 or 500 acres. Is that what you mean?—Yes, and not only that, he can get his labour more easily. He does not require so much labour. He does not require so much of everything. In some instances there are sons who help on the farm, and there is very little labour required, and then all the profit stops at home.

56,052. There is this to be considered: On a large farm it would pay a farmer to employ machinery which would save a great deal of the labour bill; there is more scope for machinery on a big farm?—Quite so, but they do not plough by machinery with us; it is done with horses.

56,053. They reap and mow with machinery? They reap and mow with machinery.

56,054. Do you think there is much difference in the skill of farmers?—I think that the man who has the less land looks after it the best. That is my opinion.

56,055. He is able to pay more attention to it?—Yes.

56,056. You think that he thrives better than the large farmers?—Well, he does the most himself.

56,057. He takes a greater personal supervision?—Quite so.

56,058. Of course, in the interests of the community generally you would consider

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[Continued.]

Mr. Richard Jones—continued.

that it is advisable to have farms varying in size from 10 to 120 acres?—Yes, 10 to 120 acres in different sizes to suit different people—and the country would then become richer.

56,059. Do you know of any sons of small farmers who go out as servants?—No, I do not.

56,060. What do the small farmers put their sons to?—Take a farm of 40 or 50 acres; I know some of the small farmers' sons are joiners, or doing something in the different works. There are works in our neighbourhood that the farmers' sons go into, and they go into offices and places of that sort. There are not many small farmers' sons, I think, that go as labourers.

56,061. Do you think that farmers, say of 50 or 60 acres, would object to their sons assuming the status of labourers?—Yes, I should, without they were labouring on their own farm.

The witness withdrew.

Mr. NATHAN PERRY called and examined.

Chairman.

56,067. You are a tenant farmer?—Yes.

56,068. Will you tell us where you live?—At Brymbo Hall Farm.

56,069. Who is the landlord?—Sir Henry Robertson.

56,070. Sir Henry Robertson appeared before the Commission at Bala?—Yes.

56,071. Will you tell us what you wish to say?—I hold about 300 acres of land. There has been no waste land recently enclosed. I think there is no unenclosed land in our district which could be cultivated with profit. There are no rights of sheep walk in our district. The large estates, I think, are managed better than the small estates. If there is a good landlord it makes no difference whether the landlord lives on the estate or not.

56,072. Your landlord does not live in this part of the country?—No, my Lord. I think politics, religion, and language make no difference at all. I can understand the English language middling.

Sir John Llewelyn.

56,073. Are you Welsh?—Yes, but I can understand my landlord. The time of entering a farm is the 2nd of February for land and May the 1st for house and boosey pasture. There are no leases in our district. I do not know of any case in which tenants have asked for leases and have been refused. I think tenants are quite as safe under agreements as under leases. I have my agreement with me (*handing*). There is nothing to object to in the agreement. I understand mine well enough. The rent is so much an acre.

A 86439.

Mr. Richard Jones—continued.

56,062. Then, it would be hardly right to say that the small farms serve as a sort of nursery for servants for the big farms?—Quite so.

56,063. It is otherwise in different parts I know—the small farmers' sons go out into large farms as servant men?—Well, it is not the case with us. I may say before I go, that my reason in coming forward to give evidence here, was to bring before the Commissioners the respect and esteem in which the landlords on the Boscawen estate are held by the tenants. That was my motive for coming here.

Mr. Grove.

56,064. Do you speak on behalf of the tenants generally?—The whole.

56,065. Have they asked you to do so?—No, they have not.

56,066. That is your own individual opinion?—That is my opinion, and I believe that every tenant will agree with what I have now said.

Chairman.

56,074. Is the rent of the smaller farms higher than that of the larger farms?—Yes.

56,075. The rent varies, I suppose?—Yes.

56,076. No services are asked for except haulage?—Except carrying material for repairs.

56,077. Are the holdings ever let to the highest bidder?—Never.

56,078. Can you tell us whether your rent has been raised or reduced?—There has been no alteration.

56,079. For how many years?—I have been there six years last May.

56,080. You have been on the farm that time?—Yes.

56,081. Are the local rates increasing or diminishing?—Well, the school board and the sanitary rates are very high—they have increased.

56,082. You do not agree with the last witness, who said that they were decreased. You think there is an increase in the local rates?—Yes, there is an increase in mine in the township of Brymbo. Twenty-five years ago the rates were 2s. 10d. in the £, and this year they are 4s. 6d., and they have been higher than that—as much as 5s. 9d.

56,083. You complain of the rates being too high?—Yes.

56,084. I shall not ask you anything about consolidation; but there has been no sub-letting?—No sub-letting.

56,085. You are allowed two months after the rent falls due before it is asked for?—Yes.

56,086. Are the farmers well off in this neighbourhood or not?—Some are. There is a different quality of them. Some are pretty well off.

56,087. Some have lost a great deal of money?—Yes.

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Mr. N. PERRY.

[Continued.]

Chairman—continued.

56,088. Then farming has not been very profitable?—Not this last season.

56,089. Not for the last how many years?—Well, there have been three or four very bad years.

56,090. Have the rents been reduced in consequence of those very bad years?—Not with me.

56,091. Do you think rents ought to be reduced in consequence?—It depends upon the times. If the times are good the rents are right, but not if the times are bad.

56,092. Under the present circumstances you think the rents are too high?—Well, I think there ought to be a reduction, but I believe the burden of our township is the rates.

56,093. Then we can take it from you that you think the rents are too high in this part of the neighbourhood?—Well, I cannot answer for other people—only for myself.

56,094. You think your rent is too high?—Well, I am satisfied, if the times are right.

56,095. If the times do not go right you think your rent is too high as it is?—Yes.

56,096. Is there any land going out of cultivation?—None.

56,097. I suppose pasture pays better than corn-growing?—Yes.

56,098. What improvements have been done by the landlord, and what improvements have been done by the tenant?—The landlord has provided the drainage and irrigation, buildings for stock, tanks for preserving liquid manure, protection for river encroachment, fences, gates, and posts.

56,099. What do you do yourself?—Look after everything.

56,100. Keep everything in repair?—Yes.

56,101. And if any building is done on your farm you do the haulage free?—Carrying the materials—but the landlord does it.

56,102. The landlord gives you the materials, and you have to drag them there?—The landlord makes up the building.

56,103. And you have to take the materials there?—Yes.

56,104. Do you get any compensation for hauling?—No, it is the custom of the country.

56,105. It is always enforced?—Well, if I am very busy with the teams he does not require me to carry anything.

56,106. Then the landlord would do it himself?—Yes.

56,107. If you are not busy with the teams you would be expected to draw the timber?—Yes.

56,108. And bricks and sand, and everything wanted?—Yes.

56,109. You know that there is such an Act of Parliament as the Agricultural Holdings Act?—Yes.

56,110. Is it ever enforced? Is it of any use?—Yes, it is enforced, but I do not know that anyone would break the law.

56,111. No one is much better for the Act of Parliament?—Not that I know.

56,112. What allowances are made to outgoing tenants in respect of growing crops?—

Chairman—continued.

The outgoing tenant gets half the wheat crop, manure, and so on, according to agreement.

56,113. Are you allowed to sell straw on your farm?—Yes.

56,114. You can sell all the straw and hay?—Yes, but I ought to bring some manure instead.

56,115. You may do that if you choose?—Yes.

56,116. Now tell us about game. Is there any trouble on your farm as regards game?—None.

56,117. Have you any opinion about the establishment of a land court?—Well, I think the rent can be best settled by a friendly contract. That is my opinion.

56,118. Would you go further than that? In the event of the rent not being settled by a friendly contract, do you suggest anything?—No, I will leave it as it is.

56,119. Will you tell us what you consider to be the cause of the present low prices?—Well, foreign importations and bad trade caused by strikes, and so on.

56,120. You have had some severe strikes in your neighbourhood?—Yes.

Mr. Griffiths.

56,121. Are the landlord and the agent on your estate able to speak Welsh?—My landlord has not got an agent.

56,122. It is not a very large estate, is it?—Yes, it is a large estate, but the agent has died. I cannot say how long ago: two or three years ago.

56,123. There has not been another appointed?—No, I think not.

56,124. Are there any Welsh tenants on the estate?—I believe there are in Merionethshire.

56,125. Do they find any difficulty in treating with their landlord, do you know?—I know but very little about them.

56,126. In case the tenants should not be able to come to terms with the landlord with regard to the rent, what do you recommend?—Well, if they cannot pay for the farm—

56,127. They must go?—Certainly, that is quite right.

56,128. Are there plenty of farms around that they can have?—Sometimes.

56,129. Are there many farms vacant in the neighbourhood?—Not so many in our neighbourhood—no, none.

56,130. Then it is rather hard lines for a tenant to have to turn out with his family, is it not?—There are different qualities of farmers. Farmers will strive on.

56,131. You think there are no cases in which a farmer cannot pay his rent?—I do not know of any.

56,132. That is rather different to what we have heard elsewhere?—But trade might be bad sometimes—worse sometimes than others—I must say that.

Mr. Richard Jones.

56,133. Do you take any land from Sir Henry Robertson without any agreement?—I think

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[Continued.]

Mr. Richard Jones—continued.
these two agreements represent 168½ acres?—Yes, I have three farms, and there is an agreement for every one. The agreement is the same for the three. You have two agreements there, have you not?

56,134. Yes, you have handed two up. Is the other one under the same company—the Brymbo Company?—Yes.

56,135. Is the other agreement a copy of these?—The same.

56,136. What is the nature of the farming pursued by you; it is mixed farming I suppose?—What do you mean by “mixed”?

56,137. Arable—and you also graze?—Yes.

56,138. Are you near any works?—Yes.

56,139. Do you find that the smoke of the works does any damage to the land?—Well, it might cause a little damage this time. There was some fire yonder on some hillocks.

56,140. Do you mean this year?—Yes; this year. I do not find they have caused damage before. I believe there has been some this year.

56,141. Does it do damage to any great extent?—Well, I cannot say to what extent; until I have the corn in I cannot say how much.

56,142. Of course you contracted with respect to the rent with the Brymbo Company on the understanding that the smoke would do no

Mr. Richard Jones—continued.

damage to the land which you farm?—Yes, but this last year the hillocks I mentioned got on fire, and then the smoke was worse than ever—it is more in the middle of the land.

56,143. Have you had any abatements during the six years?—No.

56,144. Were the farms reduced when you entered?—I cannot say as to that.

56,145. You do not know what the old rents were?—No, I do not.

Mr. Grove.

56,146. Will you give us the rent of your farm?—I pay 24s. per acre for two farms and 28s. for the other.

Mr. Griffiths.

56,147. Do you consider that the farmers adjacent to these works are in a better position to pay their rents than those living in the country places?—No, I cannot say as to that.

56,148. Do you sell any milk for the supply of people at the works?—Yes.

56,149. And butter and cheese and all that sort of thing?—Yes.

56,150. You have not felt the depression so much as the others that are farther up?—Well, it is better close to the works.

The witness withdrew.

Adjourned for a short time.

Dr. E. PAN JONES called and examined.

Chairman.

56,151. You have some evidence to lay before us, I think, have you not?—Yes.

56,152. Will you kindly tell us where you live?—Permit me to make one personal explanation. It would have been more agreeable to me to appear at Holywell, in the district where I live, but having an engagement in Glamorganshire next Saturday, when you sit there, I wrote to the Secretary to ask him to grant me the favour of coming before you here. Hence I am present.

56,153. Where do you live?—Mostyn.

56,154. And what are you by profession?—Congregational minister.

56,155. Will you kindly tell us what you wish to say?—I am a native of Cardiganshire, the son of a small holder. The land has been occupied by members of the same family for over 200 years. My sister lives there now. It is not quite 7 acres; the rent, as I first remember it, was 9*l*. It is now 14*l*., while the holding is now of less value than it was then; as there was a cottage on it at that time, from which my grandfather used to get 2*l*. a year rent. I came to Mostyn in 1869. The parish is owned almost entirely by the Earl of Denbigh, who is an absentee landlord, and Lord Mostyn. The Mostyn estate was at that time managed by an agent, who acted with such a high hand that most of the tenants

Chairman—continued.

were trembling under his rule. This stewardship may be marked in the annals of the parish as the revolutionary period, for under his rule the parish was greatly depopulated. More than 20 cottages were demolished and seven or eight small holdings were consolidated. One of those holdings was occupied by a widow of about 70 years of age. She was born in the old house, so also her father, who in his spare time had added to it by enclosing pieces of the surrounding common. Many others did the same thing. When she was forced to remove to another home she became dejected and soon died. There are now seven more cottages on the Mostyn estate closed, ready to be erased. That will bring up the total number of dwellings done away with to 36. The agent tried to drive another tenant away from his holding, but he was so attached to his old home that he determined not to go away alive, and one day, in consequence of the threats of the agent to remove him by force, he attempted to commit suicide. Then he was left alone, and there he is still. But fortunately things have greatly changed for the better under the present Lord Mostyn and his agent. The demolition of cottages and the consolidation of small holdings have not been carried on to a very great extent on the property of the Earl of Denbigh. I know of only a few cases, and those happened before the time I am speaking of.

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Dr. E. PAN JONES.

[Continued.]

Sir John Llewelyn.

56,156. When was the time you were speaking of?—I came to Mostyn in 1869.

56,157. Then it was prior to that?—Prior to that on the Denbigh estates.

The cottages which have been demolished were in quite as good a condition as those now standing. Some of those cottages contain only one room, some two rooms, and very few three rooms, and I know of instances where whole families, father, mother, and seven children, both sons and daughters, used to sleep in one room, 5 by 3½ yards. Scarcely any of these cottages have a back door. Only two plots of land have been sold in the district in my time, or at any time. The one was a segment formed by a curve in the road alongside the railway, which, in the middle, measured about 16 yards across. This came to the market in 1872, and it was soon covered with cottages. But around these cottages there is neither a garden nor a space where a man could hang up a pocket handkerchief to dry. The other plot, which was not quite 3 acres, was sold by the late Earl of Denbigh, in 1883, to the Nonconformists of the district for a cemetery for the sum of 220*l.*, which, together with the expenses of the transfer, ran up to 300*l.* I am not in a position to speak from experience as to the relation of landlords and tenants, and the tenants themselves, though they often complain to me of their hardships, of the stringent and cruel clauses in their agreements; are not prepared to come forward to give evidence. I can only say that the tenants are, through fear of notice to quit, all their lifetime subject to bondage, and not one of those most oppressed will, I believe, come forward, in Holywell, to give evidence. The owners of the whole parish, with but trifling exceptions are, in religion, either Episcopalians or Roman Catholics, and in politics Conservatives, while the people, with few exceptions are, in religion, Nonconformists, and in politics Liberal, but at the elections very few of the tenants are strong enough to declare themselves. I do not mean to say that the people are either intimidated or threatened, but when those who are in some way or other closely connected with their Conservative landlords go about canvassing and stating that their landlord is very favourable to a certain candidate, and that the ballot is not safe, the people tremble, and a promise to vote as desired naturally follows. The game is a source of unpleasantness throughout the district. There was, up to a recent date, a small farm in the parish surrounded by the Mostyn estate, occupied by a hardworking man, who, I was told, paid his rent regularly, but the agent of the Mostyn estate thought he was disturbing the game (whether that was correct or not I cannot say), and did not rest until he succeeded in removing him from his old home and demolish his house.

See 22,794. Lord Penrhyn, in his evidence given at Llan-gefni, October 14, 1893, referred to me and put before the Commissioners a translation of a letter of mine which had appeared in the 'Celt' newspaper, February 27th, 1885, but unfortunately

omitted to state the circumstances under which it was written. The following appeared in the 'Liverpool Daily Post,' February 11th, 1885:—

"The Bethesda Poaching Case.

"It will be remembered that last month two quarrymen, named W. M. Jones and Robert Hughes, who were employed at Lord Penrhyn's quarry, were severely fined by the Bangor magistrates for salmon poaching and assaulting a constable and river police in his Lordship's employ. In addition to the heavy punishment inflicted by the justices upon these men, they were summarily dismissed from the quarry and turned out of their homes. This caused the quarrymen employed in the Penrhyn quarry and the inhabitants of Bethesda generally to forward to Lord Penrhyn a memorial praying that the men should be reinstated. The Hon. G. S. D. Pennant, his Lordship's eldest son, declined to accede to the prayer of the memorial, and he gives, in the following letter to Mr. A. Wyatt, chief manager of the quarry, his reasons for doing so.

"Wicken Stoney, Staffordshire,
"DEAR MR. WYATT, January 13th, 1885.

"THE memorial addressed to Lord Penrhyn, and forwarded by you at his request, for my decision thereon, having been carefully considered by me, I cannot help feeling regret that so many persons should have expressed sympathy for the perpetrators of what at the trial (*vide* report in 'North Wales Chronicle') was described by Mr. Louis, the counsel for the prisoners, as a most 'dastardly offence.' I deeply regret that men employed in the Penrhyn quarry should have been capable of an offence which included not only ingratitude to their employer, but savage brutality to those appointed to see that respect for the law was enforced. The men who have been found guilty of that offence may either not have considered, or else have chosen to ignore its possible consequences to themselves and their families, but that is no extenuation of their fault. For the benefit of those who think that the fine imposed by the magistrates is a heavy punishment in the case, I commend to their notice the report in the London daily papers, January 10th, 1885, of the trial of the previous day at the Surrey Sessions, when the prisoner (who had his arm broken in the struggle) in a somewhat similar case was sentenced to 12 months imprisonment for assaulting and causing bodily harm to the police in the execution of their duty. In this case I feel convinced that I am only studying the real interest of the order-loving and law-abiding portion of the community in declining to comply with the terms of the memorial.

"Yours truly,

G. DOUGLAS PENNANT.

"A. Wyatt, Esq.,

"Tanybryn, Bangor."

Now, having read his Lordship's letter, and finding that the men had to suffer such triple punishment, (1) a heavy fine, (2) deprived of their living, and (3) turned houseless into the

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Dr. E. PAN JONES.

[Continued.]

street, though the house out of which Robert Hughes was turned had been up to a short time before that incident a leasehold property of his father, I felt it was my duty to point out the unchristian and even inhuman spirit that pervades that letter. What I then wrote is the letter of which Lord Penrhyn complains. His Lordship in his evidence stated, (1) that I had a very large chapel at Bethesda, near Bangor; (2) that I was in the employment of the Land Nationalisation Society; (3) that he does not know what that society is; (4) that I had misrepresented the landlords to the utmost of my ability; (5) that I absconded to America to avoid the libel action brought against me by his father. But, unfortunately for his Lordship, there is not a particle of truth in either of the two first, nor in either of the two last statements. As to the third statement, viz., that he does not know what the Land Nationalisation Society is, I am ready to accept that as correct. I have never in my life lived at Bethesda three days in succession. I never had a chapel anywhere except the one at Mostyn, where I have lived nearly 25 years. I have never been for one day in the employment of the Land Nationalisation Society. I simply volunteered my service in connexion with the van he spoke of, and many other land reformers did the same thing, both in England and Wales. I have never said an unkind word of any man because he was a landlord. It is not against landlords, but against landlordism, we are agitating. As to the alleged misrepresentation on my part of the late Lord Penrhyn, I cannot see that the facts stated in my letter of February 27th, 1885, differ in any way from those admitted by the present Lord Penrhyn as to the punishment of the men, dismissing them from the quarry, and evicting them from their homes. As to my absconding to America, the contemptible idea of absconding never entered my head. I always write to the Press under my own name, and am always prepared to take the consequences. The facts are these: The Mostyn collieries having been flooded, July 1884, I decided at once to visit America in the spring of 1885, with a view to perfecting my 'Year Book of the Welsh Churches,' and in due time prepared forms to collect information, made some other arrangements, and formed many engagements which I could not easily cancel, so that when served with a writ in the street in Liverpool a few hours before I embarked, I made up my mind not to be thwarted by his Lordship's lawsuit. I received the first letter from Lord Penrhyn's solicitor April 3rd, 1885, to which I replied April 6th as follows:—

"Mostyn, April 6, 1885.

"H. Barber, Esq.

"SIR,

"I have received your letter dated April 2. Permit me to ask you to point out what in the article I have written you consider 'libellous.' If there is any false statement or exaggeration contained in it I am ready to withdraw it at once, as I should not wish to wrong Lord

Penrhyn in any way. I further beg to state that the Celt Company knew nothing of the article till it appeared in print, and the whole responsibility rests with me.

"I am,

"Your obedient servant,

"E. P. JONES."

The solicitor, it appears, was not satisfied with the reply, so I wrote to him again the following letter, April the 9th:—

"Mostyn, April 9, 1885.

"H. Barber, Esq.

"SIR,

"I have arranged months ago to visit the United States, and intend returning in July. As matters have not been settled between your client and myself before leaving, I hope you will not consider me as shirking them by leaving Wales for a foreign shore for three months, as my intended visit to the States was advertised in the papers weeks ago.

"I am,

"Your obedient servant,

"E. P. JONES."

It will be seen from these letters of mine that I offered at once to make Lord Penrhyn what amends I could, and when my offer was declined, I hastened to inform his solicitor by return of post of my going to America. Thus it appears that Lord Penrhyn was as ignorant of the facts of the lawsuit as he was of my connexion with Bethesda. My intention of visiting America in the spring of 1885 was made public long before the poaching case happened; the forms for collecting information in America were printed about three weeks before the letter complained of was translated and published in the 'North Wales Chronicle.' So that the idea of absconding must fall to the ground, and I firmly believe that had I been at home to instruct my solicitors the case would have been dismissed. But landlordism in Wales is, at best, in my opinion, doubly demoralizing in its influence; it demoralizes the tenant by crushing his manliness and independence, and reducing him to the level of an abject slave, cringing at the feet of an individual in whose hands his destiny is held. The Small Holdings Act is a dead letter, and the Ground Game Act is worse than useless. Tenants in Wales, especially those who are strongly attached to their homes, cannot afford to dispute matters with their landlords. Besides, land is a limited quantity where freedom of contract is all one side, so that the only remedy to the evils of the present state of things is, in my opinion, the *nationalisation of the land*. No Land Bill can be of much benefit to this country unless it will be a Bill to restore the land to the people and the people to the land, and until that has been done no reform can be carried in this country, because landlordism will always block the way. Landlordism in some shape or other is ever present cankering every trade at the root. Landlordism has been the cause of the ruin to many a happy family. I remember an incident in 1870. An old neighbour of mine wrote to

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me that he having been turned out of his home for voting in opposition to his landlord in 1868, was going with his family to America. I met him, his wife, two sons, and one daughter, in Liverpool. The tale of the eviction was told, mixed with many tears. On the voyage the three children were taken ill of the small-pox; they were confined to the hospital on board, and from there removed to the hospital on Long Island, where in a few days the three died, and there buried unknown to their parents, who when they were informed of the fact returned broken-hearted to Wales by the first vessel.

Chairman.

56,158. That is the whole of your evidence?—That is the whole.

Lord Kenyon.

56,159. You do not seem to have a very good opinion of the Welsh farmers. You call them slaves?—They are made slaves.

56,160. Who makes them slaves?—Those that govern them.

56,161. And why is the Ground Game Act worse than useless?—Well, it is ambiguous in some cases; the tenant does not know whether the landlord is willing for him to kill the game or not.

56,162. It puts it very plainly, I think, does it not?—Oh, yes, the Act says plainly enough, but the landlord does not say plainly enough.

56,163. Which landlords are you referring to?—I am not going to name any one.

56,164. Why not?—Well, I want to live on good terms with everybody, if I can.

56,165. You have used some rather strong expressions about landlords, in papers before, have you not?—Oh, I have often—not about landlords—about the bad use they make of their powers.

56,166. Will you point out any who do make bad use of their power?—Lord Penrhyn, for example, was one.

56,167. When?—The case I read just now.

56,168. I am sorry I was not here when you read it. Was that the case of the fishing?—That was the case of the salmon poaching in Bethesda.

56,169. And was it not the fact that Lord Penrhyn preserved those fish for the miners themselves?—It is not that. It is turning the men out for poaching.

56,170. Yes, but the fish they poached were preserved by Lord Penrhyn for the benefit of the miners. Was that not so?—I never knew that. I thought they were preserved for his own use.

56,171. Perhaps you had not looked into the circumstances?—I took the matter as it appeared in the reports, or the report at the time.

56,172. Lord Penrhyn stated that the watcher was put on for the support of the miners?—I read Lord Penrhyn's letter.

56,173. Did you read Lord Penrhyn's evidence before this Commission?—Yes, now.

Lord Kenyon—continued.

56,174. Did he not state something of the kind that I have alluded to?—He does not say that in his letter.

56,175. But did he not say it in his evidence?—I have only got his letter. Do you refer to the Llangefni evidence?

56,176. Yes. I will look it up, and deal with it further presently. See 56,237.

Mr. Brynmor Jones.

56,177. You are well acquainted, I suppose, with many of the tenant farmers in North Wales, are you not?—Perfectly. I am perfectly well acquainted with them.

56,178. Do you wish the Commissioners to understand that the sentiments and the desires that you have expressed in your evidence are shared by the large majority of the tenant farmers of North Wales?—With respect to what?

56,179. Generally. I will repeat my question. I cannot put it more clearly. Are the sentiments and the desires expressed in your evidence shared by most of the tenant farmers of North Wales?—Yes, my sentiments as to the game.

56,180. But not, for instance, as to the nationalisation of land?—Well, a great many of them are of the same opinion, but they do not like to express it.

56,181. But observe what I ask you. I ask you, are we to understand that the sentiments and the desires that you have expressed are those of the majority of the tenant farmers of Wales?—I cannot say the majority. A great many of them. I will give you an instance. I asked a farmer to attend a meeting. He said, "No, I dare not, but I will give you 10s. to pay the expenses." Now, I took that to imply that he was in sympathy with my opinions. And I can refer you to another instance at Llanfyllin. I was invited down there by an anonymous letter to hold a meeting, six or seven years ago. I went. I was instructed to go to the hotel to stay, and the hall was paid for. I could not get a chairman, but the place was crammed; all my expenses were paid, but the people were afraid to come forward to show themselves.

56,182. What was the occasion of your visit?—To explain the principles of land nationalisation.

56,183. Then do you think that many tenant farmers, suffering from legitimate grievances, hesitate to come forward to give expression to those grievances before this Commission?—Yes.

56,184. Can you give me any specific instance, without mentioning names, which supports that opinion which you have just expressed?—Well, I will give this as an instance. Hundreds of our papers are taken on the quiet, and distributed among the children, both in English and Welsh.

56,185. Which papers?—Oh, the papers we print to explain this land question; for example, "Land and Labour," that is one paper, and a Welsh paper as well.

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Mr. Brynmor Jones—continued.

56,186. Are those documents issued in connexion with any political association?—It is not political at all. We are both Tories and Liberals. We are only land reformers. We do not join any political party at all.

56,187. What is the name of your Land Reform Association. What is it known as?—The Land Nationalisation Society.

56,188. That is not distinctively Welsh, is it?—No, it has its headquarters in London.

56,189. Then do you mean you have actually known cases in which tenant farmers obtained, or wished to obtain, copies of the documents of the Land Nationalisation Society secretly?—Yes, hundreds of them. I will give you another instance to prove the same thing. Three years ago I took a tour, to which Lord Penrhyn refers in his evidence, with the van in Wales, and in most places, when there was any uphill we had two or three horses always ready to help us to go up the hill, and a quiet word, "God bless you." I took that as a proof that their sympathy was with us, though they did not express it in so many words.

56,190. What you wish us to understand, I take it, is this, that you and your land-reforming friends are very popular with the farmers?—No, I mean to say that the principle is accepted.

56,191. I was going on to put that; and the principles that you are inculcating are very popular among the tenant farmers?—Well, it must be so. They would not go against their will, I suppose. We travelled right through from Newport to Aberystwith, up to Mold, and we never experienced any difficulty (except in one place) as to provision for the horse and help to go up any hill free of charge.

56,192. Did you pass through Cardiganshire?—All through.

56,193. Did you find that the land nationalisation scheme was popular with the freehold farmers?—Well, not with the freehold farmers. Oh, no; with the tenant farmers, and the smaller the tenants the more earnest they were.

56,194. Then what you really wish us to understand is this, that there is a general dissatisfaction with the existing system of land tenure among the small tenant farmers?—There is all through Wales. I know every county minutely.

56,195. Now, putting aside the question of land nationalisation, and great and far-reaching changes such as that phrase indicates, what are the other and special points which you gather from the tenant farmers they complain of?—Uncertainty of tenure is one, and the danger of raising the rent, and the interference of the agent much more than the landlords themselves. If the agents could be kept away from the tenant farmers, there would not be much grumbling.

56,196. Have you studied the Bills that have been brought into Parliament by certain Welsh members—Mr. Thomas Ellis and Mr. Bryn Roberts?—Yes, but I do not think anything of them at all, nothing whatever. I have spoken against them several times in their own meetings.

Mr. Brynmor Jones—continued.

56,197. Is that because the Bills do not touch those three points you have mentioned, uncertainty of tenure, the danger of rent being raised, and the interference of the agents, or is it because those Bills do not adequately or fully carry out your principles?—That is it.

56,198. Which, the second ground?—The second, yes.

56,199. Then I gather you do rather think that those Bills would fairly meet the actual practical grievances of the moment?—Well, it would help bridge it on for a few years; that is all. We Welsh people are very quiet when we get small blessings.

56,200. May I ask what you mean by land nationalisation?—Yes, to have the land controlled on the same principle as the Post Office is controlled, or the telegraph, controlled under the Government, either to have governors appointed in counties, or by the Government itself.

56,201. Would you be satisfied if the land were managed as well as the Post Office?—Yes, quite. There I can post a letter for 1d., and the landlord must pay 1d. for a letter as well, and if I could get an acre of land on the same terms as the landlord I would be quite pleased.

56,202. But your observations were based, it seems to me, upon this fact, that the land was so limited in quantity?—Limited in quantity, just so. If the landlord pays 100l. for 100 acres, let him have 100 acres; and if he wants to post 100 letters, let him post them; and if I want to post only one, let me post that one.

56,203. I do not quite see the analogy, I confess, between a carrying business like the Post Office and the business of managing the whole land of the country. In a sense all government might be described as the management of the land of the country?—Take the Suez Canal, that is another thing.

56,204. That is a method of communication again?—Well.

56,205. Am I to gather this, then, that what you mean is that the whole of the land of the country should be re-vested in the State?—In the State, that is it.

56,206. And let out by the State for public purposes?—Yes.

56,207. The whole management of the business being entrusted to a public department?—Yes.

56,208. Or a series or a hierarchy of public departments?—Yes.

56,209. Now, how do you propose to bring that change about?—Do you mean with reference to money matters?

56,210. I mean supposing you had a majority in the House of Commons—I only want your method; I only want to know how far you agree with the schemes that have been promulgated from time to time by Mr. Russell Wallace and other gentlemen?—I expect this will be the leading question of the election after next. The next election is disestablishment, the second will be the land question, and when we have a majority in the House we will reclaim the land, and we will not want to reclaim it without

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compensation. Wherever there has been purchase money passed between buyer and vendor, return him the purchase money honestly, but where land has been enclosed, as thousands and thousands of acres have been, without any payment at all, we claim that without payment, only for the improvements on it; we are ready and willing to pay for improvements.

56,211. Of course, you see we are sitting here as practical men, going round from county to county, and we hear different tenant farmers complaining of different things. Do you see no middle way between leaving things exactly as they are and the extensive political scheme that you are suggesting?—No, I do not see any cure for the evil. It may be cropped for a short time, but it will grow up again. We do not want to rob anybody.

56,212. If I may put the thing in, I was almost going to say, a pedantic way, your pre-suppositions or your postulates are rather different from those of the other witnesses who have come before us. That is what strikes me. You start with certain definite propositions concerning land tenure, and you say that the land ought to be reclaimed by the State. Of course, those are pre-suppositions that have not been advanced before us by tenant farmers at all so far?—At Cardigan you had a witness to that effect.

See 43,472.

56,213. Possibly we may have had one or two witnesses who suggested it.

Sir John Llewelyn.

There certainly was one; I remember perfectly well.

Mr. Brynmor Jones.

56,214. Was it Dr. Rees Jones?—Yes, Rees Jones.

56,215. What I was on just then was this. I am not sure how far what you complain about is not to be called the logical consequence of admitting private property in land and not a practical complaint referring to the exercise of rights by private owners?—We go in for principle, and entrust the practical part to the representatives in the House to carry it out. We go in only for principle.

56,216. But supposing you carried it out. Supposing the whole of the land in the country is vested in the State, and managed by a public department. Supposing I were tenant of a farm, say Tygwyn, and I had been in the habit of paying to the private owner 100*l.* a year rent; you have caused your change to come about; I take the farm again from the State, this time at 100*l.* a year rent. Is that rent to be fixed in perpetuity?—Oh, no. Take a valuation every five years or so. That we leave entirely to Parliament, to the Senate.

56,217. Then I should not have got rid of the danger of rent being raised?—No, certainly. The Members of Parliament, or the County Council, or any body that be elected, would have to regulate the rent, and you would elect the best men for that work. I would have more faith in 20 or 40 than I would have in one.

Mr. Brynmor Jones—continued.

56,218. Then, as far as that aspect of the case is concerned, the danger of raising rent, I am inclined to think that if I were in the position I have indicated, I should just as soon be a tenant of a private owner, with a right to go into a land court, as a tenant having to trust to a vote of the County Council. I am not sure that I should not feel a bit more secure if I had a public official occupying a judicial position to assess the rent from time to time?—No, but there is one other point.—

56,219. But what do you say to that?—Well, I have no objection to a land court, but we object to private property in land *in toto* for this reason. Here a railway has been opened. The land 10 years ago was not worth 5*s.* an acre. The railway has been opened that way: the land is now worth 30*s.* an acre. That goes entirely into the pockets of a private individual, while we maintain that it ought to benefit the whole community.

56,220. That is, you are complaining of what was called by Mr. John Stuart Mill the unearned increment?—Just so, yes.

56,221. Would not a proper system of taxation meet that?—Those that own the land generally are at the root of taxation. They arrange their own taxation very often.

56,222. I do not know. That is a bold proposition. Our franchise is not absolutely democratic yet, but it is approaching a democratic ideal?—If a tenant farmer or two will be in the meeting, he would not rate his landlord very high.

56,223. He would not rate his landlord very high?—No, he would not assess his landlord very high. So we want that unearned increment to go to benefit the whole community.

56,224. Yes, but a great many people are of that opinion, who see different methods of compassing that end without going to so extreme a position as you are going to. I am only anxious to ascertain what your ideas are, so forgive me if my questions appear to be unduly pressing. I am only anxious to see on what grounds you formulate your scheme. Then I am not sure, again, in the case of a tenant under the County Council, or under the State, that uncertainty of tenure would be got rid of. Would you allow the individual citizen to have an indefeasible right to remain for his whole life on the holding?—Oh yes, and for the life of his children as well, if they pay the rent.

56,225. Then you develop a new aristocracy, namely, the aristocracy of State tenants?—Well, whatever they be; let them be aristocrats. I would like as well to see a farmer an aristocrat as any other.

56,226. Yes, but the present landowners are in theory of law mere tenants of the Crown?—But the farmer must pay his rent annually. The landlords do not pay rent.

56,227. Supposing that the population in a particular place has increased in the course of, we will say, 200 or 300 years; then the mass of the people will find themselves at a disadvantage compared with the descendants of the happy

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Mr. Brynmor Jones—continued.

man who happened to take the holding at the time when the Land Nationalisation Bill became law?—Families die away very often, and the land might be divided then in a case like that, when the family become extinct, or they might emigrate, or anything of that kind.

56,228. Would the State preserve no control over the user by the tenant. Would the State preserve no right to dictate the user of the land?—Certainly, it will be only the difference that the agent managing the estate would be under the Government, and not under private individuals.

56,229. Now come to the third point, interference by the agents. I am looking at the whole matter from the point of view of the tenant now *argumenti causa*—the man who is actually farming the land. I have suggested to you that the danger of raising the rent remains the same; and that the uncertainty of tenure will remain much the same; now comes the interference by the agent. Do you think that the interference of a Government agent would be more acceptable than the interference of the agent of a private owner?—Oh yes, if he would not do his work properly, you would agitate by the next election, and dismiss him, whereas you cannot dismiss the agent of the landlord. We want the land governed by the people for the people.

56,230. It appears to me that the scheme as unfolded by you would really mean the government by the people for the benefit of a select class, namely, the holders of land from the State?—No. The land would be held by the State, which I take to represent the nation. I claim that I have a share in the Post Office, or the canal, or the telegraph, as well as anyone in the State.

56,231. In the profits made, you mean?—Well, I mean I am a shareholder in the State. I can give my vote to dismiss the Postmaster-General, or my vote goes as far as it is worth to control the whole affair, and so it would be in the land question.

56,232. Now may I put this point to you. It is only carrying logically your views a little further. Do not you think that a land nationalising scheme might be formulated by a better plan than yours, namely, that each county, for instance, should run its own farms?—Well, if they can do better, right and well.

56,233. But would they?—What I want is to enlighten the people to see what I see, and if they go so much further, right and well.

56,234. Your scheme only comes to this after all; for a collection or aggregate of tenants paying their money to private owners, both of them being taxable and rateable by the State in its different capacities, you propose to substitute a body or aggregate of tenants paying rent directly to the State?—No, there is another thing, the unearned increment. That was the great point.

56,235. I quite agree, but could not the unearned increment be dealt with without the far-reaching change which you are suggesting. I mean, cannot the grievance which may be felt

Mr. Brynmor Jones—continued.

in regard to the unearned increment be dealt with otherwise than by so far-reaching a scheme as the one you are suggesting?—We have no objection, provided someone will put it forward, but we have not seen one yet.

56,236. But you told me that you could not suggest any middle course yourself?—I cannot, so if anyone else could I would consider it.

Lord Kenyon.

56,237. I want to correct my statement just now. I find it was not in evidence that Lord Penrhyn stated that the fish were preserved for the benefit of the miners. It must have been privately to me, because certainly that was the impression on my mind?—I read the evidence through, and I did not see it.

56,238. It was not in evidence, and you were quite correct. Now, I heard you say in that interesting dialogue you have had with Mr. Brynmor Jones, that you would pay those who had bought their land compensation?—Yes.

56,239. Where would you put the limit of payment?—Arbitration, certainly.

56,240. I mean how long ago must they have proved that they had bought their land?—The Land Nationalisation Society goes on this principle, wherever land has been bought this side of the Deluge they are quite willing to pay compensation.

56,241. Yes, I see, but according to you one has got to prove more than one's title: one has not only got to prove when one became possessed of that title, therefore would it not be rather a hardship on those who could not produce their bills and receipts?—Well, we have not entered into those particulars, my Lord.

56,242. It seems to me to be rather an injustice?—We go on principle only, and shall pity those that have been unfortunate to lose their titles.

56,243. Supposing I could produce the receipts for the payments by my grandfather or great-grandfather for rents in this neighbourhood, and suppose you had land in this neighbourhood, and could not produce your receipts, although your grandfather might have bought the land, would not you think it rather an injustice if you did not receive compensation?—Well, that is a very peculiar case.

56,244. I do not think it is at all a peculiar case. I think you will find that very few people have taken the trouble to keep those sort of receipts. They keep the title, which is all the State requires them to possess?—Yes. Well I cannot say what the wisdom of the Commission appointed to treat matters would be then, whether they would be kind enough to grant me some compensation. I do not know, but I think everyone ought to keep the receipt for what he pays.

56,245. From this day forth, no doubt, after hearing your scheme, people will do so?—I should like it to be understood thoroughly that we say nothing against landlords. It is not against landlords that we say anything; it is against landlordism as it is misused.

See 56,175.

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Lord Kenyon—continued.

56,246. You will admit that there are some landlords who do not misuse the system?—I would not wish a better landlord than Lord Mostyn, my neighbour, nor his agent.

Mr. Brynmor Jones.

56,247. Did you agree with Mr. Ellis's speech in the House of Commons, a speech that attracted a great deal of attention?—I have not read it. Which was it?

56,248. I think it was a speech delivered in 1891?—You mean before the Commission was appointed?

56,249. Yes, before the Commission was appointed?—Really I do not remember the particulars of that speech.

56,250. But what strikes me is that Mr. Ellis there, making a statement which he repeated before us at Bala, did complain of others?—There are some very bad.

56,251. You said a few moments ago that you were not complaining of landlords at all?—No, it is not against landlords as such, but against the bad landlords, not because they are landlords, it is because they make bad use of their power.

Mr. Griffiths.

56,252. At the commencement of your evidence you spoke of some 36 cottages that had been demolished?—Yes, 36 cottages and seven small holdings which had been done away with.

56,253. Is it not to the landlord's interest to keep up the houses on his estate?—That agent never studied the advantage of the landlord. The estate was at the time in Chancery, and he was acting for the Court of Chancery.

56,254-5. Had he any object in view in doing so?—Yes, making the country, well, like a plain; he did not want to see any cottages anywhere on the land.

56,256. Did he wish to depopulate the whole neighbourhood?—The whole of the estate, which is the greater part of the parish.

56,257. You spoke of some very indifferent cottages?—Yes, there are some now.

56,258. Are there some of them still standing?—Still standing, yes. I could name the cottages right through the parish.

56,259. What parish are they in?—Whitford.

56,260. Is there an inspector of nuisances for that parish?—I suppose so, but he does not do much of his work.

56,261. I suppose he takes care to have his pay?—Well, he is paid, but he never rectifies matters. I have often complained to him of nuisances, but he never rectifies things.

56,262. What is your reason for thinking that the tenant farmers are afraid to come forward to give evidence?—Because they have told me so. I do not expect there will be half a dozen at Holywell, though they have been complaining for some time. They are afraid to come forward.

56,263. Why?—Well, I suppose I need not say why. I do not want to offend the steward nor the landlord. It is not Lord Mostyn, nor

Mr. Griffiths—continued.

the Earl of Denbigh. I have no cause of complaint.

56,264. But you think there are some landlords who would not like their tenants to come forward to give evidence?—Yes, I know. Lord Mostyn has reduced the rents and given abatements annually.

56,265. Then you mentioned just now that you are in the habit of going round the country to lecture on this scheme?—Yes, I am going this week down to Morriston.

56,266. Is it the fact that you did not know who paid your expenses in these places?—No, I do not know up to this date who paid them at Llanfyllin.

56,267. Then you take it as the feeling of the neighbourhood that they are afraid to express their opinion?—I was up on the bench (I suppose you know it) in that hall, and the hall was crammed. I asked them, "Is there anyone that will take the chair?" They shouted like this through their hands, "Our principles will take the chair, go on." I could not get a chairman there.

Professor Rhys.

56,267a. I think you said that you did not get much encouragement from the small freeholders?—Oh, no, none at all.

56,268. How do you account for that?—Oh, they think that we are going to rob them.

56,269. Have you taken any steps to explain to them that you are not?—Yes; but they are surrounded by big landlords, who desire them not to join us, and they would not listen at all; they say—"We have bought our land and don't you come here to rob us." That is the way they treat it.

56,270. Some of them have been complaining that they are very hard up, having to pay heavy mortgages on the land that they have bought?—Yes, and I know some of them would like to get rid of it now, especially down in Carmarthenshire.

56,271. Get rid of the land?—Get rid of their farms, but they cannot get the money that they paid for them.

56,272. What would you say to the suggestion that has been made to us more than once, that the Government should advance money at a low rate of interest to enable them to pay off the mortgages?—No, I do not approve of that.

56,273. You do not approve of that?—No, we have plenty of landlords already. We want to reduce them, not to increase them.

56,274. I think the contrary has been suggested now and then, that to have more owners of land is the cure for the difficulties?—Oh no. We, as a society go direct against that principle. We want to reduce the number, not increase it.

56,275. But suppose that each farmer owned his farm; or suppose that each of the present farmers was able to buy his farm. What is your objection to that?—Well, I do not believe in private property in land. According to that principle of private property in land, one man

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Professor Rhys—continued.

could buy the whole county, and there would be no chance for anyone to live.

56,276. You are going beyond the supposition I mentioned. Suppose each farmer was able to buy up his own farm?—Well, we are against that.

56,277. Would you tell me in what way practically that would be objectionable, as it is no use speaking to me of great principles of political economy; for I am afraid I do not understand them. But could you say to what objectionable result that state of things would lead? In France a great part of the community own their own land?—Yes, but that would be private property in land with one farm as well as with 100 farms, so we are against that altogether.

56,278. But why?—Oh, for the same reason as we are against a whole country being in any one man's hand.

56,279. But do you think that objection applies?—That is one objection, and the unearned increment. We want that to go to benefit the whole community, and not to benefit individuals.

56,280. But that would go to benefit a larger number than under one landlord?—Yes, but we want it to benefit the whole community, the nation.

56,281. But I do not clearly understand your objection supposing each farmer owned his own farm?—Then he would be taking the unearned increment. I cannot say it plainer than that.

56,282. Anything else?—Yes, we object to the principle altogether.

56,283. You say you object to the principle, but I am sure you can explain it to me in a more concrete form than that?—Is not that enough—to secure the unearned increment.

56,284. Oh, yes, you mentioned that before?—Well, that is the first thing, and suppose there was one farmer owning his own farm; that farm would be for ever in the power of the family or the descendants, although there might be 10 or 12 in that parish that had not a foot of land. Now, in such a case if the State owned that land, the farm would be divided.

56,285. But I understood you, in answer to Mr. Brynmor Jones just now, to say that your scheme would give permanency of tenure to a family?—Yes, but sometimes if a man has a son, he may be a banker, or he may be a solicitor, who does not farm at all. We would not permit him to hold the farm unless he was cultivating it.

56,286. That would be a restriction, no doubt, but would your scheme as you have propounded it be necessary in order to ensure such a restriction as that? Could there be no intermediate position between the two?—What I hear generally is this. Something must be done to improve the state of things. We have been waiting to hear and see what that something is. We have never seen it yet, and we have proposed that something in the shape of land nationalisation. If anyone will

Professor Rhys—continued.

bring a better system, I am ready to adopt it, and drop this system.

Mr. Grove.

56,287. Do you think that the security of the Ballot Act is misunderstood at the present day?—Oh, to a great extent.

56,288. You think so?—To a great extent.

Sir John Llewelyn.

56,289. In going to this question of the nationalisation of the land, who do you propose should provide the money for the purchase of the land?—Well, we have two schemes for that. Let the money remain as Consols, and let the State pay interest. That is one.

56,290. What is the other?—Well, borrow the money, that is another way.

56,291. Then you would pay over in cash to the existing owners?—Yes.

56,292. And that would be at the cost of the British taxpayer?—At the cost of everybody, then.

56,293. Have you taken any steps to ascertain the feeling of the British public upon the subject?—Well, I am doing it now.

56,294. That is through the Welsh press?—I am going through Glamorganshire on Friday to try it.

56,295. You have been there before, I think?—Oh, yes; and I am going on Friday again.

56,296. Do you not think it would be the duty of the agent for the State to get the highest possible rent?—I do not, and neither does the society intend to dictate to the agents. We leave that entirely to our parliamentary representatives.

56,297. I think you said at the beginning of your evidence that in your old home in Cardiganshire there had been some cases of cottages being demolished and holdings consolidated?—No, I did not say as to Cardiganshire.

56,298. Where was it then?—At Mostyn. The rent was raised in Cardiganshire.

56,299. But the 36 cottages which were demolished—that was at Mostyn, was it not?—Yes.

56,300. Who did that?—The agent of the Mostyn estate, during the time the estate was in Chancery.

56,301. But when it was in Chancery surely it was in the hands of London officials?—The name of the agent was Mr. St. John Charlton.

56,302. He was the agent of the estate at that time?—Yes, under the Court of Chancery.

56,303. Would not that be an example of State ownership?—Well, I do not think it. Nobody had any power over him except the Court of Chancery, and the voters in Flintshire have no power in Chancery.

56,304. Anyhow, it is not an example of landlordism in Wales?—Well, in some places in Cardiganshire it has been so, but not in my old home.

56,305. You mentioned an instance of a game grievance just before the salmon question. I was

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[Continued.]

Sir John Llewelyn—continued.

going to ask you this. You stated that it was from information you had received. A tenant had been, I think, evicted from his farm?—Yes.

56,306. Was that on the Mostyn estate, did you say?—Oh, no. I do not think Lord Mostyn has ever evicted a tenant.

56,307. Then it was upon some other estate in your neighbourhood?—That was a small farm right in the middle of the Mostyn estate.

56,308. That is where I came to the wrong conclusion?—It was surrounded by the Mostyn estate, I said.

56,309. Was the tenant evicted from that farm?—Yes.

56,310. Is he alive?—He is alive.

56,311. Why does not he come forward to state that himself?—That happened 18 years ago. He is an illiterate man, and he did not know about the Commissioners. I asked him, "Are you going to give evidence, Jonathan Hughes, before the Commissioners?" "What is 'Commissioners?'" he said. He did not know at all.

56,312. He did not know anything about it?—No.

56,313. Anyhow, if he chose he might come forward and give evidence?—Yes, he might.

56,314. That was 18 years ago?—About 18 years ago.

56,315. Then what you know of it is from hearsay?—I know the man very well, and I knew the farm. I was at his house hundreds of times.

56,316. He is not afraid, at all events, to come forward, because he is no longer under that estate?—No, I do not think he is, but he is quite uneducated.

Chairman.

56,317. I will only ask you one or two questions. I have listened to your evidence. What I understand is that what you wish to see is the land the property of the State. That is so?—Yes, my Lord.

56,318. You would not allow, under those circumstances, any land to be sold by the State, if the State were landlord?—No.

56,319. But you would be willing that the State should grant leases for a certain number of years, provided that certain conditions were fulfilled?—Just so.

56,320. Then at the end of this term the land would revert to the State again, with those conditions fulfilled?—Yes.

56,321. And there would be no compensation for improvements?—No, and the farms might be divided, in the case of the population having increased.

56,322. Then would the man who took the farm have the right of sub-division?—He would sell whatever improvements he had made, but the State would divide the farm.

56,323. You would make the State pay for improvements?—No, the incomer. I would let the man sell the improvements. Suppose the State would offer him 50*l.*, if he could sell it to the incoming tenant for 60*l.*, all right and well.

Chairman—continued.

56,324. You are aware that this custom exists at the present time in New South Wales, to the great advantage of the community?—Yes.

56,325. But if this system was introduced into this country, would not the difficulties and the expense be enormous?—Well, I cannot say.

56,326. What I want to ask you is this: Has your society thought out seriously any practical scheme; have they considered what this plan of yours would cost?—We have a great many members in New South Wales.

56,327. But have you ever thought what it would cost?—Yes, they have made the calculation.

56,328. What is your calculation?—Really I have not got the figures with me, but it is an enormous sum, I know.

56,329. Have any public bodies in this neighbourhood bought land to let to labourers for small holdings or allotments?—No, I do not think; I do not know of any.

56,330. Are you aware that that has been done in Lincolnshire?—Yes, and in Cheshire, I think; but we are against the buying altogether.

56,331. And the payment is put over a certain number of years?—Yes.

56,332. At the end of that number of years the land becomes the property of the county council or of the district council. That might be called the nationalisation of the land to some extent?—On a small scale.

56,333. Then your system has, to a certain extent, been adopted by the law of the land?—Just so, on a small scale, locally.

56,334. You think that the thin end of the wedge?—We feel so, and we look forward hopefully, too.

56,335. Now I have some questions handed in by Mr. Vincent: "Are you aware that Lord Penrhyn withdrew and apologised for the 'mention of you in connexion with Bethesda?'"—I am.

56,336. "Did you find nationalisation of land popular everywhere?"—No.

56,337. "Can you tell us what happened at Pentre-Voelas?"—Yes, I can. A certain Mr. Williams, from Carnarvon, a Tory, an editor of "Gwalia," I think, or an ex-editor, at all events, came there in order to enter into a discussion, and began to make noise, but in 10 minutes the crowd threatened to pitch him into the river, and he skedaddled and left the place.

56,338. That is what happened at that place?—Yes.

56,339. "Did you write in the 'Celt' of the 27th February 1885 Welsh words to this effect: 'My Lord should be thankful that he 'does not live in Ireland. The Irish, fair play 'to them, are able to settle such points as these 'with much facility, and there is but little 'doubt in my mind but that they will before 'long succeed in teaching the Welsh the same 'lessons?'"—I have no objection to the translation put upon that letter by Lord Penrhyn, which is in English. It is in the minutes. I have no objection to the translation, only one word.

See 22,794

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[Continued.]

Chairman—continued.

56,340. What word is that?—That I would not be sorry to see that house “beaten” into dust; that is not the word. I applied the term used to Jericho.

56,341. Those words are not here?—He says “beaten,” and I am happy to tell you that the house has never been inhabited since.

56,342. The question of Mr. Vincent is “What lessons did you mean?” You say “that they will before long succeed in teaching the Welsh ‘the same lessons.’” What lessons did you mean?—I meant to have suggested good members in Parliament that would take the matter in hand; a few lines further down I referred to Mr. Rathbone. The Irish had elected members that roused the House in their favour when anything like that happened, and I wanted the Welsh to do that, and in fact they have done so.

56,343. Then you had no intention of advocating outrage whatever?—Oh, no, my Lord.

Lord Kenyon.

56,344. Do you remember the rest of that letter. What was your correction? “Beaten into ashes” was the expression?—In ashes, I would say.

56,345. The letter goes on: “remaining with ‘no one even to repair them, and I trust that ‘every Welshman will look upon them in future ‘until the dawning of the Resurrection as void ‘places under the curse of God. And if there ‘be any Welshman whose humanity is so degraded as to take one of the two houses to ‘live in, let the inhabitants of Bethesda be ‘manly enough to take away from such that ‘they receive him not into their houses, neither ‘bid him God speed. Before the workmen can ‘fight effectually with the lords they must be ‘faithful to each other’?”—Yes, that is my letter.

56,346. You say that that letter contains no sort of wish to outrage, or anything of that sort?—Oh, no.

Mr. Brynmor Jones.

56,347. Did you not advise that the case should be brought to the notice of the members of Parliament immediately afterwards?—Yes, and I wanted Mr. Rathbone to bring the case before Parliament.

Chairman.

56,348. The way your letter ends is, “Let the case be laid before one of the members of Parliament, Mr. Rathbone, and let him call the attention of the Senate to the occurrence, so that it may bring shame to the lords’ face. If Mr. Rathbone will not do that, remember there are those who will do so, and that without any demur.” That was signed “E. Pan Jones”?—Yes, that is the letter.

Lord Kenyon.

56,349. Then, with reference to beating it into ashes, what was that—merely a phrase?—There has been no tenant there ever since.

Lord Kenyon—continued.

56,350. That was merely a phrase?—It is falling into what I said in the letter.

56,351. It is merely a figure of speech, do you mean?—Certainly it is.

56,352. Or is that what you wish actually to happen?—Yes, and it is so.

Chairman.

56,353. Then instead of ashes you meant ruins?—I meant that it should not become of any value after that, and it has never been tenanted since—that is for 10 years. The people look upon the house as an accursed spot.

Lord Kenyon.

56,354. Then in your reference to the Irish fair play, you intended only to refer to Irish members of Parliament, and not to Irish methods?—In Parliament.

56,355. Only in Parliament?—Only in Parliament, yes.

Chairman.

56,356. There are some more questions by Mr. Vincent: “In what passage of his evidence did Lord Penrhyn say you had ‘absconded’?”—At Question 22,795 he says, “Dr. Pan Jones, as was explained by his counsel, had found it convenient to be in America,” but at the top of the page there are in italics the words, “but ‘absconded to America before trial came on.’”

56,357. But that is in your own letter?—No, it is not.

56,358. Is not that a portion of your letter?—No, it is not my own letter.

56,359. Yes, it begins, “Here is landlordism with a vengeance”?—That has nothing to do with my letter. That is a misprint.

56,360. I think those words, “libel action brought against Dr. Pan Jones” must have been interposed by Lord Penrhyn there?—Yes, it is not in my letter.

Chairman.

56,360a. The Secretary will send this to Lord Penrhyn, and ask him how that it is?—It could not have been my letter. It is a misprint that ought to be corrected. See 74,32
—74,344.

Mr. Brynmor Jones.

56,361. Is there a shadow of foundation for the suggestion that you absconded to America to avoid paying the costs of the libel action? Is there a word of truth in it?—Oh no, not the least. I could show you the printed forms I had. Here is the first letter of Lord Penrhyn’s solicitor to me (*handing a letter*). That will show you the date. The second letter I have lost.

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[Continued.]

Lord Kenyon.

56,362. May I ask, to clear this up, were you in America during the trial?—I was in America in 1870.

56,363. Were you in America during this trial?—Yes, I was in America. I read the report in New York before coming over.

56,364. Were you away when the trial was instituted?—I was served with that writ in Liverpool two hours before I boarded the vessel. My things were in Liverpool—my luggage was all in Liverpool ready to go.

Mr. Brynmor Jones.

56,365. Do you mean to say you were served personally with the writ, instead of its being sent to your solicitor?—Yes.

56,366. Though you are so well-known a man in those parts?—Yes. The writ was served on me on the 9th. I had announced that I was resigning the editorship of the paper on the 20th March, so that it was well-known that I was going to America.

56,367. And you mean to say that the plaintiff actually caused his solicitor to serve you on the steamer before you went out?—On the street going to the vessel. I was coming out of the offices of the Inman Line, and the man jumped to me on the road.

56,368. It is a most unusual course in the case of a well-known man?—I knew nothing of it.

56,369. He never even sent you a letter before action?—Yes, that letter that I handed in.

56,370. The writ and the letter came together?—No. The letter came on the 3rd, and I replied that I was ready to withdraw any false statement or exaggeration. The writ came then.

Chairman.

56,371. Do you wish this letter to be read or not?—As you please.

Mr. Brynmor Jones.

It is hardly worth while having it on the notes.

Chairman.

56,372. Very well. Now there are some more questions by Mr. Vincent: "Do you say that Lord Denbigh and Lord Mostyn are both absentees"?—No, only the Earl of Denbigh.

56,373. You say that Lord Denbigh only is an absentee?—Yes.

56,374. "What instructions do you say that you could have given to your solicitor which would have altered the verdict of the jury?"—I could have produced the "Liverpool Daily Post," on which I had founded my letter, and that was never produced in court.

56,375. "You were represented by counsel, were you not?"—No, I was not. Someone employed a counsel, but I did not know anything about him.

56,376. "Lord Mostyn lets you land for your chapel, does he not?"—No. The chapel was built in 1826 on a 199 years' lease. That was Sir Edward Mostyn, I think, at that time.

Chairman—continued.

56,377. Lord Mostyn's ancestor?—Well, one of his ancestors.

56,377a. The predecessor of Lord Mostyn?—Oh, no, three generations ago.

56,378. What term did you say?—199 years.

56,379. And at what rent?—10s. 6d. We do not complain of Lord Mostyn at all.

Lord Kenyon.

56,380. I see at the end of this letter the solicitor of Lord Penrhyn says: "In addressing the 'Celt' newspaper on this subject I have asked for an apology, which should, of course, come from yourself as well as them, and which, if mutually agreed upon, will save a recourse to the legal proceedings which I am otherwise instructed to take against yourself and the company." Did you offer an apology? I thought I heard you say you did?—I suppose I read it too rapidly. Here is the letter I wrote: "Sir, I have received your letter dated April 2nd. Permit me to ask you to point out what in the article I have written you consider 'libellous.' If there is any false statement or exaggeration contained in it, I am ready to withdraw it at once, as I should not wish to wrong Lord Penrhyn in any way. I further beg to state that the 'Celt' Company knew nothing of the article till it appeared in print, and the whole responsibility rests with me." I could not write a more courteous letter.

56,381. Did you receive no further communication from them?—Yes, but that letter I have lost, and the writ came the following day.

56,382. What did the other letter contain, do you remember, the one you have lost?—It did not refer to my letter at all, but the writ came on the following day.

Mr. Brynmor Jones.

56,383. I observe that Lord Penrhyn said in his evidence that the "agitation upon the Welsh land question was unreal in its origin, and had not its source in any genuine sense of grievance on the part of the agricultural community." What is your opinion upon that?—The same as my opinion about the correctness of his statements as to my connexion with Bethesda.

Chairman.

56,384. Then I have some questions by Mr. Llewellyn Jones: "It is clear that all your American arrangements were made before the libel action was commenced"?—All.

56,385. "Even before the solicitor's letter was written to you"?—Yes. All these forms were printed, which cost me some time to prepare. That (*handing a document*) was printed on March 2nd, and the first letter was written on April 2nd. These are the forms (*producing same*) for the information I was collecting towards a little book that I publish every year. That is the book (*producing same*).

56,386. "Were all the plaintiff's costs paid by you"?—All the plaintiff's costs; all the costs amounted to over 4,000*l.*

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[Continued.]

Mr. Brynmor Jones.

56,387. I think you are accused by Lord Penrhyn of having misrepresented the landlords to the utmost of your ability. Did you, in your lecturing tour for the Land Nationalisation Society, attack any individual landlords at all?—Never, except some bad action like punishing those men at Bethesda.

Chairman.

56,388. There is one more question by Mr. Vincent: "Did not Mr. Barber, the solicitor, in his second letter ask you to name a solicitor"?—No, he did not.

56,389. Are you quite sure of that?—I am perfectly clear of that.

The witness withdrew.

Mr. R. T. WICKHAM called and examined.

Chairman.

56,390. You are a land agent, and a member of the firm of Townshend and Barker, of Chester?—Yes, I am now the junior partner, since Mr. Townshend's death last summer.

56,391. And you are agent for various estates in North Wales and in Cheshire?—I am.

56,392. You are prepared to give evidence for the district of Wrexham, Denbigh, and part of Flintshire?—Yes.

56,393. Will you tell us what estates you wish to refer to?—Sir Robert Cunliffe's estate, which is about 2,200 acres; my own, which is the late Mr. Townshend's, it is marked in my summary, I think, as about 1,000 acres; then Mrs. Rasbotham's, 400 acres; also the estate of Mr. Charles William Townshend, but I do not know so very much about that; we work it partly in this district; and the Caerwys Hall estate, which I also was agent for, for a short time, up to two years ago. Beyond that, of course, I have a good deal of experience as to the adjoining county of Cheshire, and some as to Shropshire, but I did not propose to go into that.

56,394. You travel about a great deal, I suppose?—A good deal.

56,395. And you are in touch with the farming interest?—I think so. Then, I have worked out my evidence according to the syllabus, and I can run through it pretty quickly, if you will allow me.

56,396. We do not want to go into every detail which we have heard all about so many times, but just what you consider important?—So far as I can I will, but so far as regards some things that I think may be of interest I will go through my statement.

56,397. Yes, anything that is of interest to the public and the Commission we shall be very glad to hear?—I have no evidence to give till we come to the question about enclosures. I may say, speaking of some of my own farms, near Derwen, the Clegir Mountain was formerly an open sheep walk, but many years ago it was divided between farms, and lately the stone fence has been supplemented by a wire fence, and I believe without any charge whatever it was put up by my uncle, Colonel Hughes, and the tenants declare that this is a most valuable improvement, as they can now keep their sheep separate. That is the only evidence I have to give as to sheep farms. Then you ask what is

Chairman—continued.

the effect on the rents of adjacent farms. I say there is in this case no effect. Then, as I have said, it is an advantage to the tenants that they can keep their sheep separate, and they can improve them. Then, as to management, "where land is held by small or large, by absentee, or resident owners, in consolidated or scattered estates." Where I have managed for the Court of Chancery or for a landlord residing elsewhere, I have always been allowed to spend as much money as I thought right. A landlord residing on the spot will often question the necessity of some small improvement which an agent has seen the advantage of. In any case I think the tenant is quite as well cared for under a good agent as under a resident landlord. I do not know whether it is of any interest, but Dr. Pan Jones referred to that question just now. Speaking for a tenant of an estate which we have not the management of, but in which we are called in very often (the landlord there is his own agent) the tenant said to me the other day, "A good agent makes a good landlord," and he hoped that we should soon be the agents of the property. If you wish the name I can give it. It is not in Wales. It is just on the border.

56,398. Then your opinion is that it is not a necessity to have a resident landlord, but that men can be very comfortable on an estate where the landlord resides at a distance?—That is it. Then as to the question whether there is any difference in language, politics, or religion, my clients, I think, are all Churchmen, all Unionist or Conservative, and, I think, in no case talk Welsh with the exception of the trustee of the Caerwys Hall estate. On Segrwyd, Mrs. Rasbotham's, and Caerwys, I believe all the tenants are Nonconformist, Radical, and several talk but very little English. I do not think any of those I am acquainted with want a change. On Sir R. A. Cunliffe's estate, politics and church matters are about equally divided. None, or very few, can talk Welsh, and none do so habitually. I do not think I ever asked a tenant his opinion in politics, but I often talk to them openly about all sorts of things—politics included. As far as my qualifications are concerned, when I left school I went to Messrs. Townshend and Barker's at Chester. I was there for three years. I was just working out what we are agents for. We are agents for about 18,000 acres in Cheshire and this district. I was there for three years. Then I was from 1881 to 1882 on Lord Lilford's estate of 8,000 acres; we had 2,000 acres in hand,

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Mr. R. T. WICKHAM.

[Continued.]

Sir John Llewelyn.

56,399. When you say 18,000 acres in Cheshire and Wales, is most of that in Wales or in Cheshire?—There are about 6,000 in Wales.

Chairman.

56,400. How much did you say in hand?—On Lord Lilford's estate about 2,000 acres. Then I was five years acting manager on the Condover estate in Shropshire, 5,000 acres. I was a short time under Colonel Hughes, my uncle, and during the last six years I have been junior partner with Messrs. Townshend and Barker, of Chester. I have farmed 400 acres, and am farming 160 acres for Sir Robert Cunliffe. The dates of entry Mr. Hughes has already given you. As to leases, there is no demand for them. The tenants think they are as safe as if they had them. Then a question is asked, "Do tenants readily accept leases?" All the tenants on the Acton estate were offered leases some years ago, and they all refused them, and events have proved their wisdom, inasmuch as several tenants have had considerable alteration and reduction and things of that sort since. If you want the names I can give you them. Then as to the condition of leaseholders, and whether their farming is superior to that of yearly tenants, the only case of a leaseholder that had come under my knowledge at the time I wrote this was that of Mr. Bewley, of Stanny Grange, in Cheshire. He lost his money, and his widow was glad to surrender the last four years of the lease. The farm was not left clean, and is now let at a lower rent. The landlord has been put to great expense in repairs, therefore it counts against the landlord as well as against the tenant.

56,401. Where was that?—Just beyond Chester, a large farm.

56,402. In Cheshire?—Yes, it is nearly 700*l.* a year rent—just the other side of Chester. Then as to changes of tenancy, I think they have been less frequent lately. Landlords now would rather meet a tenant than risk a change. Changes are troublesome, because we get all sorts of people. If you want the particulars of reductions of rent in connexion with that, I can give several. As a case of hardship I may mention this. I had a case that I thought in preparing my notes the other day I might mention as a case of hardship to the tenants. It was on the Caerwys estate, but the tenant told me the other day that when he came to put the matter into his solicitor's hands he was able to settle it satisfactorily, and he would rather not have his name brought up. I only bring it in now to show that the law is capable of settling a question when there is a difficulty. On the landlord's side, I think in more than one case you might call it a question of hardship, where a landlord has treated a tenant well for a long time; for instance, as in one case I have here, trusting to the tenant's word, giving him time, and then finding, when he has had given him every opportunity to make his rent, that there is absolutely nothing. I think in several cases I could show where at any rate it is a little

Chairman—continued.

hard on the landlord. Then as to re-taking possession of a field for planting and so on, I do not think in any case I know of that has been done without notice; indeed, it is illegal. My experience is that in a matter of this sort, if a field is taken it is allowed for at the value per acre of the very best field on the farm. I can give instances of that. One instance that I might note was that of a large farmer down below here. I offered him 2*l.* an acre for a field away from his farms in plough, after beans, and in a dirty condition. I wanted to put it into a cottage holding to improve it. He declined to part with it. His farm is let at about 25*s.* through. In the matter of damage to land, the tenant generally gets quite ample compensation in the matter of fencing, and odd bits of timber and that sort of thing that he gets; and it is also usual, in our case at any rate, to insert in the sale form of timber a clause whereby all damage to crops, &c., is paid for by the buyer of the timber. I have no evidence as to brickfields being taken, so as to do the tenant any damage. In a mining lease agreed on last autumn, the clause to give full compensation to the tenant if wanted was inserted, and I believe this is usual; in that case it was paid, the take note having fallen through. I have got an agreement for the different estates.

56,403. Perhaps you will kindly put them in?—I will; and I have also the agreements that we have worked out in the last year or two and improved. This agreement which has taken the place of older ones pretty well throughout the properties we manage (*handing in agreements*).

56,404. Do you think this agreement a pretty fair one. Are there any penalising clauses, or anything objectionable?—Last year one of the largest tenants down here, Mr. Fearnall, of Ruyton, whose sons farmed under Sir Robert Cunliffe, and, I believe, under Mr. Peel, of Brynypys, and under the Duke of Westminster, had occasion to renew the lease for his son, to put the son in his own place. He read through the agreement, and he said it was most fair.

56,405. You will kindly hand these agreements in?—Yes. This is the agreement on Sir Robert's estate which has been cancelled. It came to an end last year, but they show just the small alterations that might be made in any clause as the thing went on. These are the old agreements on the properties, if you would like to have them, 15 or 20 years ago.

56,406. We do not want those. You have handed in the present agreement?—That is practically the present agreement. I have an amended form here, if you would like it.

56,407. That is the one we should like?—This is it (*handing*), and this is the small holding agreement (*handing*).

56,408. Do I understand you to say that the agreements are modified to suit circumstances?—Yes.

56,409. You said, I think, that they were subject to small modifications?—Yes, to modifications. Take the case of a tenant who would like to be paid for manure instead of being paid

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Mr. R. T. WICKHAM.

[Continued.]

Chairman—continued.

for cake and corn consumed, or the case of a tenant who would like to have a half year's notice instead of a year's.

56,410. Modifications of various kinds?—Modifications of various kinds. You will find in the one I have put in a modification as to manure. I have mentioned it here. Mr. Fearnall expressed himself much pleased with the agreement. As to penalising clauses, all penalising clauses, except as to selling off, are practically a dead letter. In a yearly tenancy cross-cropping does much harm. I could give an instance of a field in my own occupation, at least, in Sir Robert's own occupation, which I cross-cropped last year, and the effect is very marked in the oats this time. Therefore some such penalising clauses are necessary, and the more a man knows of modern manuring I think the more it is necessary.

Then as to rents. I have given these lists:—Sir Robert Cunliffe's estate, the acreage is 2,200, and the rent is 3,215*l.*; Mr. Townshend's estate is 1,300 acres, and the rent is 1,270*l.*; Mrs. Rasbotham's estate is a little under 400 acres, and her rent is 350*l.*, tithe free; the late Mr. Townshend's is about 1,000 acres, and the rent is 840*l.*, tithe free; Caeuwys estate was about 800 acres, and the rent about 600*l.* The rent is generally fixed by valuation. I have here—I do not want to put it in as permanent evidence—particulars of farms on Sir Robert Cunliffe's estate, and of some of my own and others, showing how the estate is valued and how the rent is fixed. Then generally having made up our own minds what we want, we ask for it. Similar land, I think, fetches similar prices nearly all over the country. It is governed, of course, by special conditions as to roads, nearest markets, &c. As to the rent of the smaller tenantry being higher than on larger farms, that is entirely a matter of circumstance and the peculiarity of the holding. As to the average rents of the district that I know, they run from 1*s.* an acre for grouse moor grazing to 3*l.* an acre for accommodation land. I have some holdings let at 3*l.* an acre. I have no evidence as to rights of common. The only service, I think, is the service of the carriage of material that we were talking of before. I do not think it is irksome in a case where the tenant is likely to have the benefit of the building put up. It is a very small proportion of the charge, and it costs him but very little. The rent is fixed by valuation, as I have explained. I think that the effect is fair rents, but we do not bind ourselves to take the highest bidder, or the lowest, or anyone else. We generally find we are very glad to take about the first man who is a suitable man, and who comes up to some where near the rent we are asking. Mr. Hughes, I was glad to hear, had plenty of tenants wanting farms, but we do not find that there are a great number. In connexion with that, a change of tenancy is so expensive that it is very much to our advantage not to have one if we can help it. I notice here that in small farms one change cost 150*l.*, another 180*l.*, and another 60*l.*, and another 80*l.*, being nearly our

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full year's rent. Then I will put in lists of rents showing the different allowances we have made on different properties. I will just read out the amounts. First of all, here are particulars of Sir Robert Cunliffe's estate, showing the rental, showing that we have made permanent allowances. We have also made 10 per cent. allowance in different half years, the permanent allowance amounting to 264*l.* 5*s.*, and the 10 per cent. allowances in different half years amounting to 646*l.* We have spent on repairs 4,946*l.* in the last 10 years, exclusive of our ordinary estate labour, in extra buildings. We have allowed seeds in different cases amounting to 99*l.* up to now, and I have just made arrangements to do so again. The gross rent in 1883 was 3,227*l.* 15*s.* Then I add to that some land purchased coming to 137*l.* The gross rent in 1892 was 3,215*l.*, being a permanent reduction of 149*l.* Then I just give a note of certain permanent reductions, but that I can put in. I need not read them all. In the little property belonging to Mrs. Rasbotham we have spent a great deal more. It is a different class of property. The figures here relate to hill property above Mold, between here and Mold, and relate to little farms of 42, 55, 73, 47, 33 acres, &c; in all, 335 acres. The rent in 1884 was exactly 1*l.* an acre; the rent in 1893 is 313*l.*, a reduction of 36*l.*, and tithe is now paid by landlord.

56,411. You gave us that rent as 350*l.*?—I did originally, but we have been reducing all the while, and I give in this statement the years in which the reductions have been made. The repairs over the same period of 10 years on that little property have cost 535*l.* We made a lot of allowances in manure, trying to get these smaller tenants to improve their farms a little, and to take a bit more interest in things. They are an unhappy little lot, somehow, but they are all satisfied that we do our best to meet them, but it is very poor land. The allowances have come to 246*l.*, and in addition, during the same years, we have paid 92*l.* 19*s.* 10*d.* for tithe. The whole estate is now tithe free in addition to the reductions of rents. So that it comes to this: the average rent over this time is 320*l.*, the average out-payments exclusive of any management is 120*l.*, so that we are spending a little more than a third of the value of the property. Since 1884 the rents have been reduced. The landlord also allows about 30*l.* per annum, and in addition pays the tithe, making a total decrease in the rental, when you put the tithe and all on, of 82*l.* per annum. That affects that little property.

In the case of the Caeuwys Hall estate, it was about 800 acres. There were 25 tenants. In 1886, when I took the agency, the rental was 835*l.*, and they were 523*l.* in arrear. It was in Chancery, and that was the statement of the widow of the late owner. In 1887 the rental was reduced to 710*l.*, and a large quantity of arrears were written off, and from that date to 1890 the rental was further reduced to 641*l.*, and there were at that time only about 42*l.* in arrear. The estate payments over that time came to 623*l.* I summarise that, that the rents

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were reduced by 189*l.* per annum, and we spent 120*l.* a year in repairs, &c. The property was sold in 1891, and all the books and papers were given up to the chief clerk, so that I have not got the agreements and things of that sort to put in now. I put in those papers, if I may. Then, as far as regards settlement of rents, each is taken separately. We have to consider every case. In the same way with valuations. We make the valuation by the agents. I do not think I have had a case where there has been any trouble about that, and it is very much cheaper, because the tenants do not pay as they would have to pay if they had a valuer of their own. Then the rent is usually paid three or four months after it becomes due in the Wrexham district, and about six months after it becomes due in the Denbigh district. Then, as to the effect of the preferential claim for rent on the position of tenants generally. I have one case in which it was of very great advantage to the tenant. It was a tenant in Shropshire. He was in trouble. He owed 350*l.* to his landlord, and he owed about 70*l.* or 80*l.* besides. He had signed an agreement giving us the power to distrain in advance, and with his own consent and with the advice of his solicitor we distrained. The sheriff was put in against him, and we distrained and put him in possession of his own things, and kept him in possession till the end of the year, and enabled him to make the best of his bargain. Then, when he went out we made him a present of 100*l.* for being his own caretaker. He is now doing well. That man otherwise would have been a bankrupt. If we had been obliged to go for the rent in the ordinary course against the other creditors, I think that man would now have been bankrupt. Then, as to payments. The tithe is paid by the landlord (by Act of Parliament), in old holdings we claim it from the tenants, new holdings are tithe free. Land tax is paid by the tenant, chief-rent by the landlord, local rates by the tenant, income tax by the landlord. Then as to local rates, except, as Mr. Davies said, where there are school board or special sanitary rates, in our district they are about the same, or a little lower, and Mr. Davies collects a good deal of the rates of the property for which I am agent. It should be noted that a farm tenant pays rates on his own income or more, while a tenant of a furnished house pays on his house only.

56,412. I think we have had that sufficiently? —Well, it is important as to how we are to make things meet afterwards. As to the average size of farms, they are all sizes up to 400 acres. I have them from 10 acres, at 3*l.* an acre, up to 300 acres paying 70*l.* a year.

56,413. There is no consolidation?—None.

56,414. No sub-division allowed?—No.

56,415. Then, as to large and small holdings, which do you think pay the best?—For the landlord and for the food production of the country, undoubtedly the large ones. You cannot go over Mr. Roberts' farm at Saltney and not know that.

56,416. You are in favour of large holdings? —Not in favour of all large holdings, but I say,

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undoubtedly, there is more result from the outlay on a large farm, with adequate capital and good farming, than there is from a small one. I believe a small tenant can often tide through a time which a big farmer who has not capital enough would have a great deal of trouble over. Then as to the ability of farmers to provide for their families, we have a great many cases where large farmers and small farmers have both taken farms for their sons and have set their sons up. One is a veterinary surgeon in Wrexham here, and so on. They take to their business and they do well. With the small farmers up in Wales, if they have got large families and the farm is not big enough for them all, the sons go out and work for themselves, and find themselves a trade if they can. Then as to cultivation, on the Denbigh side it is sheep and barley, and a modified four-course system of land capable of being tilled coming into corn land in turn. At Wrexham, on the Borras side, it is much the same. At Pickhill it is all cheese dairying, with practically no plough land. On this side, I think, we are practically exactly the same as an English county. Anything over here that applies to us should apply equally well to any district on the west side of England that I have had any acquaintance with. There is a considerable scarcity of labour about here. They go to the collieries, the brickworks, and that kind of thing. I find that unless the landlord does a good deal in estate labour the fences are very much neglected. The only successful fences I really know are on Lord Lilford's estates, in Northamptonshire. The landlord there keeps something like 20 men employed on woods and fences alone. They are real fences. In our district a great deal of land has been laid down in pasture. In the cheese districts the tenants have found it worth their while. In some places the landlord has found seeds, and in some places he has found manure to start with. I can give evidence there of certain fields. There are no cases of fallowing here. As to the cause and effect of such changes, I take it that the low price of corn and the increased value of cheese have caused the land to go to grass, while the cheapness of artificial manure has made it possible to grow more green crops than there were. The whole of the improvements or increase of houses and buildings are taken by the landlord. Alterations and improvements to brook banks, rivers, or water-courses, are done by the landlord, if at all. The above are done without any repayment or interest whatever. The landlord also buys pipes for draining, and often does the labour. He often finds bones for grass land, and it is quite exceptional for him to get anything in return. The tenants do alterations to fences if they think it will pay. They find the labour for draining and boning and the carting of materials for alterations and repairs. If carting for materials is done for a farm not the tenant's, or for the Hall, I think in every case we pay for it. As to drainage, all these things again have been largely done by the landlord. In fact, I think the whole of these matters under this paragraph have been

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done by the landlord—drainage and irrigation tanks for preserving liquid manure, repairs to buildings, river banks, fences, and so on.

56,417. I think we may take it that the landlord does everything and the tenant keeps the things up?—That is what it is really. If the tenant will keep it up, it is as much as we can ask, and more than we mostly get. The only improvements that a tenant ever helps with—the landlord and tenant combining—are boning, draining, and hay barns. In these we often do half each. The tenant, as I said, gets the benefit, and the landlord does not get much in return. I do not know of any case of contracting out of the Agricultural Holdings Act, except in the matter of the six months' notice in some few cases. The custom of the country is much as you have heard before. Mr. Hughes gave it to you.

Sir John Llewelyn.

56,418. May I ask upon that if this is the custom of the country in your schedule?—It is adopted by the Cheshire Chamber of Agriculture.

56,419. That is just the question I was going to ask. The schedule for compensation, which is embodied in your agreement, appears upon this paper. Is that adopted from the custom of the country?—Partly from the custom of the country and adopted by the Cheshire Chamber of Agriculture.

56,420. This is the one. This is an exact copy?—An exact copy as far as those things go.

56,421. A copy of what has been adopted by the County Association?—That is it. The only thing I would mention with regard to that agreement is that you will find that, contrary to most agreements, we allow a certain amount of selling off, under a clause to bring back half the value in manure.

56,422. Does that depart from the custom which has been adopted by the country?—The custom of the country does not allow anything. It is practically honoured in the breach, and not in the observance, only we adopted it as bringing our agreements in accordance with what is really the custom, though contrary to the latter custom. As to the rest of these things, about the custom as to outgoing crops, we allow for clover seeds the value of a fair root, and for wheat half or two-thirds the value of the crop; for ploughing, about 10s. an acre. As to manure and produce remaining at the expiration of tenancy, the old custom is for manure to be left without charge and the produce to be left at consuming price. In the new custom the manure and all the cake and corn is paid for. You cannot have both.

Chairman.

56,423. Does that apply to the whole of these estates that you are agent for in Cheshire, or, not?—To the whole of them that have come under new agreements those two agreements apply.

56,424. Whether in Cheshire, or in Wales?—Whether in Cheshire, or in Wales. I let a farm

Chairman—continued.

on the top of a hill above Corwen the other day, on the smaller one of those two agreements. As to the right of the tenants to dispose of their holdings, our opinion is that it is unfair, as it is unnecessary with a good tenant, because he will not be disturbed. He does not leave, and he gets plenty of compensation for what he does as to improvements. If he has a permanent improvement, a building or such a thing as that, he will probably have writings and his compensation. But as far as general improvement of the farm is concerned, we do not know of a great deal of it. As far as regards being paid by an incoming tenant, it hampers the selection. You might have to take a practically poor man, inasmuch as he had made a bold bid for the tenant's improvements, and it hampers his capital. One of the reasons why on the Condoval estate, where I was manager for some years, we altered the custom as to manure, was that it being a bullock country, there were very large stocks of manure on some of the farms, and as much as 500l. and 600l. were paid by the incoming tenant for manure alone. In the case of a farmer coming in there the other day I know it was 500l. that was asked from the incoming tenant. Now that was too heavy a thing to ask tenants in these times to lock up to the end of their tenancy on the chance of getting it back again. In this case the manure has been bought by the landlord and the landlord now asks for the manure to be left without compensation. That is the only objection I have to the tenant paying for the manure. So far as regards the Agricultural Holdings Act, we have had one or two arbitrations in Cheshire under it. We find we can make it work, but it is very much cheaper and very much pleasanter to work with a couple of neighbours and an umpire if they cannot agree without. It is not a much more expensive process than law or any other. As to game preservation, rabbits are killed down or left to the tenant; hares hardly exist, winged game is preserved for the benefit of the tenant, as preventing trespass. In the case of the Pickhill property I may say that the other day I mentioned that it was possible we were going to put a keeper on. The tenant said, "the sooner he comes the better." The fact is that with the new railway coming down there there is constant trespass, and a keeper will keep the place quiet. Tenants often have the game in many parts, and either let it or shoot themselves. When they shoot they preserve very keenly. One of my own tenants asked me to shoot this season, and I had a very good day with him. Tenants do use the Ground Game Act if there are any rabbits, but there are mostly none. Where there is damage done by game to the tenants, they are mostly paid what they ask without question. As an instance in point, on Sir Robert's property the other day I measured a field of barley exactly as the tenant wished me, and I paid him at the rate of 7l. an acre. I took what was over to put in the covers for the pheasants, but at his own request and his own

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price, and I could show you the figures for other years in the same sort of way. We have always made a point that if there is damage it must be paid for. Sport must be paid for as such. Game preservation has no effect on cultivation. Moderate preservation brings the landlord and the tenant together and engenders good feeling. The public generally profit by it because they get game for less than it costs. Then as to these small forms of farming. Last year I sold three bushels of green gooseberries for 3s. 6d. and it cost me 2s. 6d. to gather them and 1s. to bring them into Chester. The other day I sold two bushels and a half of pears from my own garden for 6s., and it took my own man all day long to get them. I do not think the tenant wise where he has good grass land to trouble himself much about orchard work. Last year I had a large garden to part with, and all the wall fruit and everything in good order and the best I could get for the lot was 50s. The other day Lord Kenyon's agent took a house just near Wrexham here. The garden was full of fruit. He is just going into it now. He asked a dealer in Wrexham whether he would buy the fruit. The dealer said it was too much trouble to walk up there. That does not speak much for fruit, except strawberries and a special class of fruit growing in that way.

Sir John Llewelyn.

56,425. Does not that depend on the quality of the fruit very much?—Well, green gooseberries are a marketable commodity in Liverpool on all occasions, and it was early in the season.

56,426-7. Are not apricots worth growing in this country?—Certainly, but the best apricots would not grow. The Moor Park fails in three years, and second-class apricots are only good for jam making, and there you have to compete with Jersey and other countries. In the matter of forestry, if it took its proper place, there would be much less land in Wales for tenants. For instance, on some of the hill land on the borders of Shropshire there were 100 acres of wood planted in the last generation. A timber merchant bid 8,500l. for 100 acres. It is not worth 3s. an acre to let. The owner will have his 8,500l. when it is cut out, and have the land to let again. It is a very much better thing to have it for a matter of 50 or 60 years in larch than it would be to let it to tenants, as far as I can make out. So far as I am concerned, I fancy if I was to do away with the tenants on my hill farms up above Corwen, and plant them, my successors would be better off. I should be no worse off, for the cost of keeping buildings in repair has been so heavy that I get very little out of the rents. As to poultry farming, I think the poultry farming papers are sufficient for that. They all say at once that it is a fad; it is a very good thing for the wife of a farmer to have a few poultry if she can run them on a stubble field, but my poultry this year cost me 1s. 9d. a piece, and they are selling in Wrexham at 3s. a couple. I sold a lot on market day. Then, as to instruction. Mr. Hughes spoke to that, and

Sir John Llewelyn—continued.

as to experiments, Mr. Roberts, of Saltney, carried out a lot which are described in "The Royal Agricultural Gazette." I do not think I need go into those. Dairy schools are going on all over the country, as you, I think, have heard. There has been hardly any co-operation. Landlord and tenant have joined one another in buying manure at times. Basic slag has proved a success on the Pickhill estate in that way, but up at Tryddyn the manurial experiments were a failure.

Mr. Grove.

56,428. What would you give for basic slag?—1l. 15s. to 2l.

As regards freeholders there are very few; I think they are decreasing every day. They are willing to sell their farms. They find the death duties and troubles of that sort cut into a small holding more than they can do with. The death duties take the best part of a man's income the first year, and how is he to stand it? Take my own case. I have just come into these 1,000 acres of land. The death duties in my instance have come to 740l. last year, and the three years before 500l. was paid, and that is on a rental of 840l. If that was to go on, and anything happened to me now it would take a big slice out of the money available for keeping the place in repair if it does not do it from the income. On the Caerwys estate, when we sold it, three or four tenants bought their own farms. I hear of two cases where they are doing well. The other cases I have lost sight of. The date of the purchase was 1891. The price paid was about an average of 22 years' purchase on the rental. In the case of Mr. Lloyd, of Tynycelyn, I offered more myself. I thought it was a good speculation. There is nothing to show—at least we have no accounts to show—how a freeholder does as compared with a tenant. We know he must pay the expenses which fall on the landlord in the other case. Then as to the wives and families of farmers. I think you know that the children work at home to a certain extent in Wales, and they do very well. I do not consider that children learning their business for life, receiving board and lodging, should receive any wages. I paid a considerable sum to learn my profession, and I did the work of a clerk without pay, and any other fellow in starting in life in a business that is to bring him in anything like the proportion of income that a farmer expects to get, in proportion to his capital, has to do likewise, and I cannot see why a young fellow learning his business, coming in, as he does always, afterwards to succeed his father, or being helped in nearly every case to start a business, should get paid for his services if he does not go away and pay a premium. I can give instances of farms being taken by sons or sons being taken into partnership. I can also give instances of farmer's sons being set up in other businesses, and daughters being very well set up in house furniture, and those sort of things on their marriage if they are necessary. Then there is the question—

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"What proportion of the farm labour is hired as compared with that rendered by members of the household?" I do not know how to average that. On 150 acres I farm for Sir Robert, I have three men, a bailiff, and a bailiff's wife. On 150 of my neighbour's, there are two sons and no hired labour. On 300 acres of a tenant of my own there are four sons and no hired labour. So that it is almost impossible to average, unless you can take the circumstances of a farm. As to the amount of wages, I pay a horseman 18s. a week, a cowman 18s. a week; they have to work on Sunday. I pay labourers 15s. to 17s., and they all get harvest money. As to the nature of accommodation, farmers have a large working kitchen for the servants. In some farmhouses there is a messhouse for the men. In all large farmhouses there is a large bedroom, generally over an outbuilding or the back kitchen, lean-to, or something of that sort, approached from the back kitchen, for the men, and another bedroom for the women, approached from the inside of the house. I think in every case that we have of any farm of any size, where they would expect to have labouring men, they have all that accommodation or cottages. There are not quite so many cottages now as formerly. A labourer's cottage and garden costs about 150*l.* to 200*l.* to complete, with pig-stye, privies, &c. A labourer cannot afford more than 5*l.* a year. Repairs will cost on an average 2*l.* So that it is hardly a profitable investment.

Chairman.

56,429. 5*l.* a year for a labourer's cottage?—Yes, it is as much as a labourer will pay.

56,430. That is 2s. a week?—Yes, it is as much as a farm labourer can afford, and it is more than a farm labourer pays for cottages in the midland parts of England. About 3*l.* to 3*l.* 10s. to 4*l.* is what they pay there; but here they are a little dearer. It is the most a man can afford to pay, though they have to pay more. They are both scattered about on the farms and in villages. They are improving every year in condition and construction. Landlords are spending time and money on their poorer neighbours. Almost all country cottages have good gardens. Labourers working for farmers can always get potato ground. As to ownership and tenure, whether held of the owner or a tenant farmer, they are let both ways. They are let with the farms, and also let direct to the cottagers, but there is no restriction in tenure. In the case of those held from the landlord direct, they are held either on a half-year's or a quarter's tenancy. In the case of those held from the tenant the notice is one month, going with the employment. As to the general state of comfort and so on, one can answer this only by taking individual instances; you had better go and see them. Most farmers will do you very fairly if you go in unexpectedly; they will give you a fair meal, even in the poorest parts of the hills. There has been migration into Cheshire 10 years ago, but nothing very considerable. I am afraid that

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there are very few diaries and very few farming accounts kept. I think the depression commenced in 1877 or 1878, and has been getting worse since; but in 1890 and 1891 Welsh farmers did well, and throughout the cheese districts farmers have farmed at a profit till last year and this. I think the depression is caused very largely by the importation of foreign food. In our district we feel the malt tax; the fact that foreign grains are used for malt very considerably affects us. Then the next case is the frozen meat trade, then the depression of the iron trade caused by cheap imported goods from Belgium, &c. The labourers are better off now than they were. I cannot see any improvement that can be brought about, except some form of protection. Whether it is possible or not I cannot say. One point, however, in which real help can be given to tenants, would be fairer adjustment of the burden of taxation on land as against personal property. Speaking in connexion with coal mines—I have connexion with coal mines and being a farmer here in Wrexham, I know that expansion in trade in coal and iron is at once followed by better agricultural prices in the Wrexham market. We can sell our things directly if they get a full week in the coal trade—well, a full week will almost do it, but a fortnight will quite do it. As to relations between landlord and tenant, they are most friendly where a landlord and tenant are not too near neighbours, but where the landlord visits his tenant sufficiently often, especially where their visits are made for shooting, &c., or some other reason not connected with management of the farm, a tenant really likes to see and entertain his landlord if he can. I have put in lists in reply to some of the supplemental questions, and I can give information about rents and things like that further if you want it. I think that is the extent of my general evidence.

Sir John Llewelyn.

56,431. There were two statements you made which I thought were rather at variance. Did I understand you to say that the labourers can get gardens in this part of the country?—Oh, yes.

56,432. Did not you give an instance in the early part of your evidence, of some difficulty with a farmer about giving up land?—I did. In the case of a small tenant holding one, that I mentioned in another part of my evidence as being 10 acres at 30*l.* a year, I wished to increase that by a field of 10 acres adjoining it, making it into a nice little holding. It is only to show that the farmers still will hold to the land, and that it is difficult for a landlord, even where he would, to do much in the way of improving and increasing small holdings.

56,433. Then you think the farmers are unwilling to give up their land for adding a field to each cottage?—In a great many cases in Cheshire, where the big landlords like Lord Tolemache, Lord Egerton, and the Duke of Westminster, have done so, farmers have found

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themselves compelled to give land to a labourer, because they cannot get a good man without, but there is undoubtedly a considerable wish not to do it.

56,434. There is an unwillingness?—Yes, and you can very well understand it. In the case of my own head woodman, when I am very busy working the barking of oak or something of that sort, the man wants to go off to his hay, and it is very natural. Then there is the feeling (I am afraid we do not always trust our neighbours perhaps as we should) that a man who has access to meal for the cows will take some little home for himself.

56,435. You spoke of Lord Tollemache and Lord Egerton's example as having been of benefit to the country in inducing the farmers to give up land?—Undoubtedly in Cheshire. Up here we have not got so much of it, because we have such a large number of small holdings where the men do not work regularly on one farm, but rather cadge about.

56,436. Is the reason of that that most of the cottages have got land attached to them?—Almost all in the country have either a good garden or a small field.

Mr. Griffiths.

56,437. Are you able to speak Welsh?—No, I am not.

56,438. Do you find any difficulty in treating with your tenants?—None whatever. My own people can understand me. Some of them are not very good, but they are not the least afraid of me, and we can always deal without any difficulty. To take a case, there is a man up in my place who talks but very little English, but we had no difficulty in settling the question that I was to repair the house, and should pay half of the new hay barn the other day, and that he was to have no 10 per cent. allowance this year in consequence, if I paid that half, but that it was possible that I might give him the other next year if I gave him no allowance. He perfectly understood that. Afterwards his daughter, who speaks English, wrote a letter to agree to those terms, without my being present, showing that he thoroughly understood how we got on together. I have lived amongst them all my life, and I have no difficulty at all.

56,439. We have found elsewhere that there has been a great complaint that tenants have to leave their farms, and the incoming tenant has the rent reduced?—Yes?

56,440. The rent is not reduced to the occupier at the time, but the following tenant gets the rent reduced?—Yes?

56,441. But I thought you spoke rather against changes of tenancy?—That was so, if we go back a few years, before I think we any of us thoroughly realised the effect of the depression, but now that we have realised the effect of the depression, I do not think that we will let a tenant go at anything like a fair rent, not if he is a decent man, but of course sometimes you get a fellow who will give you notice, or you

Mr. Griffiths—continued.

give him notice, and then he asks to go on at a lower rent, but you may have some other reason, and I think fairly, to part with him.

56,442. It is an advantage to thoroughly understand whether the land is let reasonably or not, is it not?—Very much so. Would you like to see the sort of way in which we value a field.

56,443. It would be a very good thing. Time is very short, but I should very much like to see that?—I cannot leave these papers because I want them.

56,444. I should like to have a look at them before you leave the room?—I have no objection to your seeing them at all.

56,445. I find also on your estate that you assist the tenants to lay down the land in pasture, more than we have found to be the case, I think, so far in any district, and I think that is very proper. Do the lands readily come to pasture?—Yes, but what about this? A fellow comes and asks me (as one did last year just behind here), to find him seeds, and he wanted to be allowed to plough them up again in four years. I asked him was I to farm his farm for him and let him have the profit?

56,446. Do you find any marked difference between the English farmer and the real Welsh farmers in this district in their habits and mode of living?—No, I think not, if you take the same class of men. I think we have got on the Cheshire side what I might call the black-coated tenantry, and on the Welsh side we have not. There is a certain amount of that. The Cheshire farmer before the agricultural depression kept a brood mare and rode a hunter. He does not do so now much.

56,447. Then you spoke of the preferential claim. What became of the tenant whose case you quoted?—I am afraid that he, having got our land, and being in a position to farm it down as he was, we had to take care of ourselves first. Had we allowed him to go on selling we should have lost all the hay and straw for that farm. If we had not been able to make a preferential claim for the last half year we should have lost all the hay and straw, all the manure made, and we should have had to have our farm let at a depreciated rent in consequence. It not being within our power to control the tenant in getting into debt, I think it should be within our power to at any rate take care of our farm when he has done so. In that particular case he eventually, as I said, paid his creditors—he is a good fellow—and I believe he is straight, but the effect of our taking proceedings then has undoubtedly been to save him, and he is one of my best friends at this present moment.

56,448. How many years do you consider that a farmer's son should remain under his father?—It depends how much he is coming into it and how much he is gaining by it.

56,449. A young man might commence at 17 and might be kept out till he is 37?—There are hard cases in it of course, as there are in all things, but if he is coming into the improvements he is getting his board and lodging, he is getting

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Mr. R. T. WICKHAM.

[Continued.]

Mr. Griffiths—continued.

his keep, and he is coming into a good thing afterwards; if there is a farm perhaps stocked with a couple of thousands coming to him at his father's death, and he has his living, I do not see that he has so very much to grumble at.

56,450. But there may be many more in the family outside who would require a share of that as well as he?—Oh, yes, you mean the younger branches. I think the younger branches who are not coming into the farm should consult their own convenience when they have learnt their trade.

56,451. We have found several young men, three and four in the same farm, in many cases?—I can give you instances of that if you like.

56,452. You have mentioned some to-day?—Yes.

Chairman.

56,453. There is one point I want to be quite clear about. Is this what you mean, that farmers are not willing to give up land to labourers, but in consequence of Lord Tolle-mache's action in Cheshire they are obliged to do so, as they cannot get a good man without a piece of land is attached to his cottage?—Yes, I think that is the effect of it.

56,454. Then I may take it from you that Lord Tollemache's action has been very beneficial to the labouring classes?—Oh, yes, and further, the best farmers, the best class of men, gladly do it, because they get a better class of labourer, but taking the ordinary British farmer, who rather runs along from hand to mouth, he does not always like it.

56,455. Mr. Llewellyn Jones has put in a few questions which I must ask you to answer: "When you say that the changes of tenancy are expensive, do you mean that the landlord will

Chairman—continued.

"execute certain improvements for a new tenant which he would not do for an old one, such as new buildings, &c."?—No. I mean that a tenant having gone on for a very long time has to a very great extent damaged his holding. You will never get a holding left in your hands hardly but that a big lot of work is necessary which perhaps would have done for the old tenant, but a new man likes everything spick, span, and new, and he will not take it without.

56,456. "When you stated that Welsh farmers did well in the years 1890 and 1891, what parts of the principality did you refer to"?—I referred to here, in Denbighshire. I do not say that they did as well as they may have done in the old times, when wheat was at 60s. That is a long time ago; but they did better.

56,457. "Do you know of any cases where tenants had left their holdings owing to their being unable to pay the rent"?—Yes.

56,458. "In these cases have the farms been ever let to new tenants at a lower rent"?—No, more rent.

56,459. A higher rent?—Yes.

56,460. "Is it not the fact that in many cases the tenant is unable to pay wages, and is thus compelled to rely on the unpaid labour of his sons and daughters"?—I do not think that.

56,461. "Are not farms let preferably to tenants who have families to assist them with their labour on the farms"?—Oh, we naturally look to two or three strong sons coming up, but I can give instances in which men who have been lucky in having good strong working lads have worked up. I can give a case of one on this property, of Mrs. Rasbotham's, where a man has worked up from an 18l. a year farm till he is now farming a 300l. a year farm, and he is perfectly satisfied with that. I should be glad to get more of the same sort.

The witness withdrew.

Chairman.

We have on our list the names of Mr. Robert Harrison, Mr. Joseph Davies, Mr. John Pugh, Mr. Job Lea, and Mr. Lewis Jones. They are all tenants of Sir Watkin Wynn. It would be a convenience I think if we took first

Chairman—continued.

the evidence of one of these gentlemen, and heard what he had to say, and then the others might corroborate it if they see fit, and say anything further that they would like to add.

MR. ROBERT HARRISON, MR. JOSEPH DAVIES, MR. JOHN PUGH, MR. JOB LEA, and
MR. LEWIS JONES, called and examined.

Chairman.

56,462. (To Mr. Robert Harrison.) You are a tenant farmer?—Yes, my Lord.

56,463. And you hold under Sir Watkin Wynn?—Yes.

56,464. What is the extent of your holding?—180 acres.

56,465. How long has your family held the farm?—Over 80 years.

Chairman—continued.

56,466. Have you any unenclosed land which could be cultivated at a profit, or any rights of sheep walk?—No.

56,467. Is it your opinion that matters are managed best on estates on which the landlord lives, where there is a resident landlord?—Yes.

56,468. And is that the opinion of the other gentlemen?—Yes.

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Messrs. HARRISON, DAVIES, PUGH, LEA, and LEWIS JONES.

[Continued.]

Chairman—continued.

56,468A. Politics, religion, and language, I take it, make no difference with you?—Not the slightest.

56,469. What is the date of entry?—February the 2nd for all the tenants.

56,470. And the 1st of May following for the house and buildings, as we have heard to-day?—Yes.

56,471. Are you on annual agreements or leases?—All on agreements.

56,472. Will you kindly put in the agreement. We will take one as a sample of all?—They are all alike. This is mine (*handing in agreement*).

56,473. You are just as safe under Sir Watkin Wynn's agreement as you would be under a lease?—Oh, quite.

56,474. Is there any part of the agreement that any of you gentlemen object to?—No.

56,475. You are all satisfied with it?—Yes.

56,476. And can obtain copies of your agreements?—Yes.

56,477. Are the agreements explained?—Yes.

56,478. All the tenants quite understand the conditions under which they hold?—Yes.

56,479. You fix the rent at a lump sum?—Yes.

56,480. What services are rendered to Sir Watkin by the tenant?—Only the haulage for repair, but that is not irksome at all.

56,481. You do not object to that?—Oh, no.

56,482. And I suppose you walk a puppy for Sir Watkin?—Yes.

56,483. There is nothing in that, of course?—Oh, no, we think nothing of it.

56,484. And the holdings are not let to the highest bidders?—No.

56,485. Has the rent been raised during the tenancy of you gentlemen?—No.

Mr. John Pugh.—Mine has been lowered.

Mr. John Davies.—My rent was reduced when I took my farm.

56,486. And it has not been raised since?—It has not been raised since.

56,487. (*To Mr. Harrison.*) Now, will you give us particulars of the abatements you have had?—I received the following abatements:—10 per cent. from Lady Day 1885 to Lady Day 1889; 5 per cent. for the year ending Lady Day 1890, and 15 per cent. for the last two years.

56,488. It was the same all round?—Yes.

56,489. Now, about local rates. We have been told that they have diminished; do you think that they have diminished or that they have gone up?—They are about the same in our neighbourhood.

56,490. Mr. Joseph Davies.—Local rates have increased, and it is wrong that they should; we are fully entitled to have them lowered.

56,491. (*To Mr. Joseph Davies.*) Do you think the rates have increased?—Yes.

56,492. Then you do not agree with what we have heard, that they have diminished?—No, I do not agree with that at all.

Sir John Llewelyn.

That will vary with each parish.

Chairman.

56,493. (*To Mr. Harrison.*) Do you gentlemen sub-let?—No.

56,494. The rent is not paid on the day it is due?—No, two months is allowed. Lady Day and Michaelmas rent is not paid till June and December; we get two months.

56,495. Are labourers scarce or not?—Oh, no, not scarce.

Mr. Joseph Davies.—They are scarce in good times.

56,496. (*To Mr. Harrison.*) There is no waste land which could be profitably cultivated?—No.

56,497. Arable land has been laid down a good deal?—Yes, there has been a lot laid down.

56,498. Because it pays better to do so?—Yes.

56,499. Root crops have increased?—Yes.

56,500. Now, about the improvements; will you tell us what improvements are done by the landlord?—Drainage and buildings for stock, and gates and posts.

56,501. According to your agreement you get compensation in case of improvements partially or wholly effected by the tenant?—Yes.

56,502. Except the hauling?—Yes.

56,503. Do you know anything about the Agricultural Holdings Act? Is that any use to you?—Well, no, I do not see that it is.

56,504. It is practically a dead letter?—Yes.

56,505. It is not much used?—No.

Mr. Joseph Davies.—The Agricultural Holdings Act, in my opinion, is of more benefit to the lawyers than the farmers.

56,506. (*To Mr. Joseph Davies.*) You do not consider it of any practical use to farmers?—Not at all.

56,507. (*To Mr. Harrison.*) Now about game: Have you gentlemen any trouble about that?—No, we have not much game.

56,508. There are no freeholders that you know of?—No.

56,509. I suppose your wives are very industrious, and the children help on the farm?—Oh, yes, the wives help in dairy work.

56,510. And the children help?—Yes, certainly.

56,511. Of course, the sons are of great use on a farm?—Yes.

56,512. But farmers without sons have managed to pay their way?—Yes, I have known some.

56,513. And you have known, I have no doubt, farmers who have set up their sons very creditably in life, in business?—Oh, yes.

56,514. Numerous cases?—Well, there are some.

56,515. But would you say a good many cases?—There are some that I know.

56,516. You do not think that a land court will be of any use to you personally?—No, not a bit; I think it is best left to the landlord and tenant.

56,517. Under a good landlord there is no necessity for a land court?—No, I do not think so.

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Messrs. HARRISON, DAVIES, PUGH, LEA, and LEWIS JONES.

[Continued.]

Chairman—continued.

56,518. Would you kindly tell us what you think the cause of the present low prices?—Foreign competition, I should say, my Lord.

56,519. Nothing else?—Foreign trade in competition with our free trade.

Mr. *Job Lea*.—That is the main cause, I think.

Mr. *Joseph Davies*.—I never knew a Liberal Government to prosper; money goes into the pockets of the speculators, and then, of course, stagnation of trade follows, and very low prices. That is my opinion of the cause of low prices.

56,520. (To Mr. *Joseph Davies*.) You think the Liberal Government being in power is the cause of the present low prices?—Yes.

Mr. *John Pugh*.—I do not think that.

56,521. (To Mr. *Joseph Davies*.) Have you any other ideas?—Then with regard to the land court, I think the landlords are too good for us to require a land court, and my opinion is that when we go against our landlords we go against the best friends we have. I consider they are doing the best they can to help us in a time of need, and if such a thing as a land court should be established there would be taxes to follow. It is time that landlords and tenants should try to put a stop to the new laws. The land is now too heavily burdened with taxation to pay its way.

56,522. Then what is your opinion about the state of farming. Is farming in a depressed condition. Is it in a low condition?—Well, of course, it is no grand work, that is certain.

56,523. But is there a living to be made at it?—Yes; there is a living to be made if we stick to it, but there is not if we do not stick to it.

56,524. You can tell us all you have to say about that?—I have known cases of farmers borrowing money to pay their rents from convenience, and of cases of borrowing from poverty, but it would not be right to give particulars. I knew of a case in my district, of a farmer who owned his farm, and by some means he ran himself into debt, and was obliged to borrow money to pay his way. He carried this on for a few years, until the money-lender had lent the value of the farm, so then he was obliged to pay rent, and did so for years afterwards. Also I knew a farm that many tenants had tried their best to make a living out of, but all failed. Another farmer took it, and being a persevering man, and by spending a little capital on the farm, he soon had his returns, and saved a good sum of money by the farm. Also another case under the same land-

Chairman—continued.

lord. By perseverance and making the best of everything, the farmer saved thousands, and I knew of three farmers go to the same farm afterwards. Two were sold up who could not go on any longer, and the other overran his landlord and left his rent unpaid. So it reminds me very much of those that ask for the land court. They are something similar to those I have first spoken of. They want their living brought to them instead of seeking it.

56,525. Have you got a large acquaintance among the farmers in Wales. Do you stay at home or do you travel about?—Well, I have been living in Wales, but I will tell you what I was told when I was speaking to a farmer not far from Ruthin last May fair. He told me he had taken a farm and he had bought stock very cheap. There was a sheep run on his farm. He had paid for the sheep in October, and he had sold enough to pay his half-year's rent; his rent was 42*l*. I said, "You have got a cheap farm." "Well," he said, "middling." "Well," I said, "you are like this: if you had it for nothing it would only be middling." "Well, no," he said, he thought it was middling. Then afterwards I said, "Sheep are selling well just now." He said, "Well, they are selling middling."

56,526. Your opinion is that the tenant farmers of Wales are pretty well satisfied?—They are quite as well now as they were 25 years back.

56,527. You think the condition of tenant farmers in Wales is just as good as it was 25 years back?—Yes, the grain makes no difference to them. They never grew much grain. Stock is selling very well. Sheep have been selling very well now for some years, and that is the principal thing. The grain does not make any difference to them.

56,528. Do you think the farmers, as far as you know, are satisfied with their rents?—According to what was told me, I thought it was a very cheap farm.

56,529. That is that individual farm; but generally speaking, in Wales, do you think the farmers are satisfied with the rents that they pay the landlords now, or do you think that they fancy they are too high?—Well, I think they ought to pay the same as what we have to pay down here in this part. When the farmers in Wales got the 25 per cent. off the tithe, I suppose they said to themselves, "We will have the whole of it." I think if the landlords were to absolutely give them the farms they would want something for farming them.

The witness withdrew.

Adjourned to Hanmer.

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The Hon. G. T. KENYON, M.P.

The County Buildings, Denbighshire, Wednesday, 29th August 1894.

Second Court.

PRESENT:

LORD KENYON in the Chair.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Professor RHYS, M.A., LL.D.

Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

The Honourable GEORGE T. KENYON, M.P., called and examined.

Lord *Kenyon*.Lord *Kenyon*—continued.

56,530. You are Member of Parliament for the Denbigh Boroughs?—Yes.

56,531. You wish to give evidence with regard to the Holt Town Trust?—Yes.

56,532. I think you have a statement?—Yes.

56,533. Will you proceed with it?—I am chairman of the trustees of the Holt Town Trust, regulated by a scheme of the Charity Commissioners made under the Municipal Corporation Act, 1883, on the 3rd April 1891. The body of the trustees consists of the following: Three Coöptative Trustees appointed for a term of seven years, one Representative Trustee appointed by the Governors of the Holt Endowed (or Free) School, appointed for a term of five years, and five Representative Trustees elected by the Vestry of the parish of Holt for a similar term. The following are the names of the present trustees: The Hon. G. T. Kenyon, M.P., representing the Governors of the Holt Endowed Schools; Mr. William Harrison, grocer Holt; Mr. Samuel Dale, farmer, Holt; and Mr. John Thomas, farmer (Coöptative Trustees); Mr. George Clarke, farmer, Holt; Mr. Edward Roberts Bellis, farmer, Holt; Mr. James Oliver Jones, the Academy, Holt; Mr. James Tomlinson, farmer, Cornish Hall Holt; Mr. James Parry, farmer, Castle Street, Holt (Representative Trustees). The trustees are the successors of the dissolved Corporation of the Mayor and Burgesses of Holt, and manage the property formerly under the control of that body. That was until the passing of the Municipal Corporations Act.

56,534. Which Act are you referring to?—The 1883 Act. The property included in the schedule to the scheme of the Charity Commissioners as having belonged to the Corporation of Holt consists of the Town Hall (now in a ruinous condition), a piece of land known as "The Church Green," comprising about 2 roods, the Cross Bank, upon which the Town Cross stands; Smithfield Green, comprising about 1,800 square feet; and a large tract of land known as Common Wood, comprising about 185 acres, and situate about one mile from the Town Cross. In the latter part of 1891 the Commissioners of Woods and Forests made a claim to the Town Hall and Church Green as belonging to the Queen or Lady of the Manor of Bromfield and Yale. I have been in communication with the

Commissioners of Woods and Forests with reference to these properties, and after protracted negotiations terms have quite recently been arranged with them whereby the user of the Town Hall is secured to the inhabitants of Holt, subject to certain conditions as to use of the building by the steward of the Lord of the Manor. The trustees intend to take steps without delay to rebuild the Town Hall. With regard to the Church Green, which is claimed as being part of the waste lands of the manor, the Commissioners have agreed to grant a lease of the property to the trustees for a term of 31 years at an annual rent of 1*l.*, conditionally on the property being drained and maintained as a recreation ground for the benefit of the inhabitants, and steps are now being taken to carry out the necessary work. I produce the sketch plans. They are not at present approved by the trustees. It is also intended in the immediate future to carry out certain improvements to the Cross Bank. Holt has within the last few years become a favourite holiday resort and its inhabitants are fully alive to the necessity of improving the appearance of their town as far as possible, and the trustees are most cordially supported and encouraged in their proposed works of improvement by the inhabitants. As I have before stated, the Common Wood consists of about 185 acres of land, situate about one mile from the centre of the town. It is specifically referred to as follows in the charter granted to the Burgesses of Holt, in the 13th year of the reign of King Henry IV., which was confirmed in the 5th year of Queen Elizabeth. I produce the original Elizabethan confirmation and the translation of the charter (*see Appendix*). These words refer to the Common Wood, and perhaps I had better read them: "Also we have granted to the same our aforesaid burgesses, their English heirs, and assigns, and their tenants that they may have common of pasture in a certain parcel of land called the Common Wood for all their cattle within our town aforesaid, levant and couchant, with free ingress and egress for the same to hold to our same burgesses their English heirs and assigns and their tenants in severalty at all times of the year without the contradiction of us or our heirs or of our ministers whomsoever for ever. Also we have granted to our same

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[Continued.]

Lord Kenyon.

"burgesses their English heirs and assigns and their tenants, that it shall be lawful to them and every of them to take all foreign or strange cattle depasturing within the pasture aforesaid, and to drive the same to common pincfold of our town aforesaid, and the same there to retain until due amends shall be made to our same burgesses for such trespass and depasturing committed in their pasture above said." From the time of the constitution of the borough of Holt down to the passing of the Enclosure Act, 8 & 9 Vict. c. 118, the Common Wood property continued to be managed by the mayor and burgesses of Holt in accordance with the provisions of the Charter of Incorporation, the burgesses of Holt enjoying the privilege of free pasturage of the property.

Mr. Seebohm.

56,535. This 185 acres is called Common Wood, but it is not wood; it is all pasture?—There is no wood at all.

Lord Kenyon.

56,536. You might explain that it is not pasture now?—It is not pasture, or very little of it is pasture now; it has been broken up since. I will come to that later on in my statement. I should think it had been a wood at some time, but, like many other places, it has changed since. Persons who were not burgesses, and were not therefore entitled to the pasturage on the common wood, sometimes used the same to pasture their cattle, and from time to time entries appear in the books of the dissolved Corporation where unauthorised persons have been fined for allowing their cattle to trespass on the common. It was the practice twice in each year for the burleymen of the borough to make secret visits to the common and drive into the parish pincfold all cattle found grazing thereon. Each burgess was entitled to graze one horse and one cow on the property, and if upon these visits a larger number than he was entitled to graze was found on the common a fine was imposed upon the burgess so offending, and if any cattle belonging to other than burgesses were discovered on the common on these occasions the person to whom they belonged was subjected to very severe penalties. Where a burgess did not possess any cattle of his own it was customary for him to sell to some other burgesses his right for 12 months to pasturage on the common. Disputes between burgesses and non-burgesses constantly occurring, it was thought desirable in 1843 to petition for an Act for the enclosure of the common, and the following is a copy of a resolution of the mayor and burgesses passed at a meeting convened for the purpose:—

"Wednesday, 2nd January 1843.

"Meeting of the Resident Burgesses of Holt.

"Due and regular notice having been given, it was unanimously resolved that we forthwith prepare a petition to both Houses of Parliament for a Bill or Act for the enclosure of Common

Lord Kenyon—continued.

Wood, and that the intended petition be prepared by the 17th day of January 1843, at two o'clock in the afternoon, in order to be signed by the burgesses.

"RICHARD PARRY,

"Mayor."

Nothing seems to have been done in the matter for some time afterwards, but a provisional Order for the enclosure of the common was made on the 29th January 1846, and the enclosure was duly authorised under the provisions of the Act, 8th and 9th Victoria, chapter 118. Under the award of George William Chaloner (the valuer appointed by the Enclosure Commissioners), dated the 2nd November 1848, a copy of which I produce (*see Appendix*), the common was divided into 64 allotments, and the allottees were to hold each allotment as tenants to the trustees for the time being appointed under the award. The first trustees appointed were John Davies, of Cacca Dutton, farmer, and John Roberts, of Borrass, farmer. In addition to the 64 allotments already mentioned, a piece of land in the said Common Wood, containing 2a. 1r. 6p., was set apart for the trustees, the rent of which was to be applied towards the defrayment of incidental expenses connected with the management of the said Common Wood. This piece of land was at that time and still is known as Allotment D. (*The witness produced plan.*) That is a plan showing the enclosure, and there is Allotment D. (*pointing*). This is the main road from Wrexham to Chester; it goes through Holt.

56,537. These are mainly fenced now, are they not (*pointing*)?—They are partially. Those are nominally fenced. The names of the 64 burgesses who were provided with allotments under the award are shown by the list which I hand in. I do not think I need read those. There is the list (*handing*). No record exists as to what particular allotment was given to each of the original allottees.

Mr. Seebohm.

56,538. Was there not a schedule of the names?—Yes, of the names, but not of the particular portion of ground allotted to each.

Lord Kenyon.

56,539. How many were there originally?—Sixty-four. It appears that at an early date after the coming into operation of the award, certain questions arose as to the interpretation of various clauses of that document, more particularly as to the right of a resident burgess to nominate a successor to his allotment subject to the approval of his fellow burgesses, and at a meeting of the resident burgesses held in June 1847 the following bye-law was passed:—

Extract from the Minute Book of the Burgesses of Holt, dated June 1849.

"We, the resident burgesses of the borough of Holt, do hereby unanimously enact the underwritten byelaw, namely, that each resident burgess of the borough of Holt aforesaid may nominate a successor in his room and stead and

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[Continued.]

Lord Kenyon—continued.

possess or occupy his respective allotment of land on Common Wood after his decease, and to hold such allotment as a burgess of Holt aforesaid, such person so nominated must be a resident and continue a resident of such borough on his taking possession of the said allotment and be subject to the approval of the then mayor, bailiffs, and a majority of burgesses then present, and in case of such neglect on the part of such burgess to nominate a successor it shall be lawful for the surviving widow of such burgess or representatives thereof to nominate a person as burgess to succeed the deceased in the said allotment and for the purpose of creating such burgess as aforesaid it shall be lawful for any burgess to propose his successor at any of the said Court days of the said borough, and if such person be accepted by the mayor for the time being and a majority of the burgesses then present, such nominee or successor as aforesaid shall pay into the hands of the then mayor of the said borough previous to his being created a burgess the sum of five shillings the third and last day of his nomination, and it is further enacted and agreed that in case of death or removal of the nominee or successor from the said borough of Holt aforesaid, such burgess shall have the privilege of nominating a successor again and the first, if removed, shall be struck off the Court Rolls of the said borough, and the last nominee shall remain on the Court Rolls for the purpose of enjoying such allotments on Common Wood aforesaid, and all such hereby called burgesses when elected shall sign the said Court Rules of the said borough of Holt aforesaid, and shall be subject to the said rules, regulations, and restrictions as those of his predecessor and in conformity with this byelaw.

(Signed) JOHN JONES,
Mayor."

From that time to the date of the dissolution of the borough in 1886 it was the invariable practice for the nominee of a deceased burgess to occupy his allotment, and at the last mentioned date several widows were in actual occupation of the allotments formerly held by their deceased husbands. On the death of the trustees mentioned in the award, the Rev. Ebenezer Powell, of Holt, and Mr. Moses Steven, of Holt, were respectively appointed to succeed them. The latter gentlemen, however, never acted, leaving the duties to be performed by the former. Mr. Powell continued to act as trustee till the year 1874, when Mr. J. Oliver Jones was appointed and held the office down to the time of the dissolution of the Corporation in 1886. Mr. Oliver Jones is a trustee under the present scheme. Various interpretations being put upon the various provisions of the award which were thought by many of the burgesses to give them vested interest in their allotments, dealings began in connexion with the allotments, many were sold at their full market value as freehold land and were considered as good, the practice being for the seller to nominate the purchaser as a burgess and to sign an acknowledgment that he had

Lord Kenyon—continued.

parted with his interest in his allotment. It is therefore not surprising that on the passing of the Municipal Corporations Act, 1883, desperate efforts were made to exclude the Common Wood from the operations of any scheme dealing with the corporate property of Holt, and so convinced were the inhabitants that a grave injustice would be done to the burgesses if the Common Wood came under the jurisdiction of the Charity Commissioners, that at a public meeting of the inhabitants held on the 18th February 1886, the following resolution was unanimously passed:—

"That this meeting of the inhabitants of Holt being of opinion that it would be unjust to the holders of allotments on Common Wood to interfere with their rights, begs respectfully to submit to the Charity Commissioners the desirability of not taking any further steps under the Municipal Corporations Act, 1883, with respect to them, and this meeting is also of opinion that it will not be beneficial to the inhabitants of Holt generally to interfere with the allotments."

There was a tremendous row about that; it went on for a long time. However, the usual inquiries under the Municipal Corporations Act were held at Holt when the most strenuous opposition was made to the inclusion of the Common Wood property, but the Charity Commissioners decided that it did come under the provisions of the Act, and intimated that they would prepare a scheme for the future management of this and the other property of the defunct Corporation. It may be mentioned that at the date of the coming into operation of the Act of 1883, namely on the 25th March 1886, certain persons were in the possession of allotments as resident burgesses. I hand in a long statement of those which I will not read. (*Handed.*) The trustee of Common Wood was at this time in possession of allotment (No. 6), formerly held by a burgess named Richard Williams, who had gone abroad, and whose address was unknown. Williams had, however, disposed of his interest in his allotment to a man named Charles Price, a non-resident who was nominated a burgess, but was not elected in consequence of his residing out of the borough.

It will be seen that this time all the original allottees were dead. In addition to the resident burgesses a number of persons or their nominees were on the 25th March 1886, in occupation of allotments of deceased relatives who had been resident burgesses. (*Witness handed in list of names.*) Acting on the advice of the late Sir Evan Morris, the then solicitor to the burgesses, those persons or their nominees were (notwithstanding that the period within which any new burgess should be elected had expired) enrolled as burgesses, and active measures were taken with a view to induce the Charity Commissioners to treat them in the scheme they were then preparing for the future management of the corporate property as burgesses elected before the passing of the Act, which is dated the 3rd

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[Continued.]

Lord Kenyon—continued.

April 1891. I produce a copy for the inspection of the Commissioners. This is under the confirmed scheme. That is the scheme in which you will follow the distinction between these two classes of burgesses (*handing in document*). It will be seen that the "old burgesses" are permitted to hold their allotments for life under the same conditions as those laid down in the award of the 2nd November 1848, and they had the privilege of nominating a person to whom the trustees under the scheme should offer a lease of his allotment for a period of 21 years, at such a rent as they (the trustees) should fix. The 17 persons elected as burgesses subsequent to the 25th March 1886, are also permitted to hold their respective allotments for life or so long as they shall continue to reside in the borough of Holt, but are subject to the payment to the trustees of 2*l.* per annum in respect of each allotment. It will also be seen from clause 24 of the scheme that provision is made for the letting of an allotment to Edward Parry, who was admitted a freeman of Holt in 1830, and who had until within a recent period resided beyond the boundaries of the borough. Mr. Parry made a formal application for an allotment, and the trustees being then in possession of allotment (No. 6.) gave possession of it to Mr. Parry, who continued to occupy it till the month of April 1893, when he died. He was the last freeman.

56,539*a*. I remember him?—At the present moment there are a number of resident burgesses in possession of allotments, and their names will appear from the list which I hand in (*handing*).

56,540. How many are they in number?—Thirty-seven resident. It will be seen from the lists already handed in that since the date of the scheme ten burgesses have from various causes (death, non-residence, &c.) ceased to occupy allotments. Each burgess, however, before death or removal from Holt nominated a person to whom the trustees should under clause 19 of the scheme offer a lease of the allotment so rendered vacant, and this is a list of the present lessees with the numbers of their respective allotments. Of these there are ten. (*Witness handed in list.*) These lessees each pay a rent of 1*l.* 10*s.* per annum in respect of their allotments. In addition to the above-mentioned burgesses and lessees, the 17 persons referred to in clause 25 of the scheme are in occupation of allotments at an annual rental of 2*l.* each. Their names will appear in this list (*handing in list*).

56,541. That brings it back to the original 64?—Yes, that brings it back to the same number. Then this is under the allotment D. the allotment D. referred to in the award (that was the piece that you remember which was to provide the expenses of the matter) is subdivided into four parts, and is let to four persons at a rental of 1*l.* per annum each. I hand in the names of the four persons (*handing*). I have handed in then a list of the persons at present on the burgess roll, together with a list of the

Lord Kenyon—continued.

17 persons referred to in clause 25 of the scheme, and a list of the lessees and of the tenants of allotment D.

The net income of the trustees arising from the Common Wood amounts at present to 53*l.* per annum, and will go on increasing as the allotments of the burgesses fall in. It should be mentioned that some years since three burgesses built houses on their respective allotments. The land is a stiff clay, but is found to be suitable for fruit growing, many of the allotments being under cultivation for the growth of strawberries. There is a large demand for small allotments in Holt, and as soon as an allotment falls vacant so that the trustees can deal with it, it is intended to subdivide it into three or four parts for the benefit of the poorer classes of inhabitants of Holt.

That I think completes what I have to say in chief. I may mention that the two maces belonging to the defunct Corporation, both of which were made by order of the burgesses in the reign of King James I., are in court and can be seen.

Lord Kenyon.

56,542. I should like to see them very much. (*Produced.*) May I ask with regard to those maces—those were not apparently included in the property of the Town Trust?—Yes, they belong to the Town Trust.

56,543. Were they included at the time?—I think you will find them in the schedule to the scheme. Here is the list of the furniture of the town hall, and two silver maces are mentioned.

Mr. Seebohm.

56,544. Do you know the age of them at all?—They were made in the reign of King James I. There is no doubt about *that* one, I think. There is an entry in the minute book with regard to the repair of that one in 1606.

Mr. Brynmor Jones.

56,545. What arms are those—the borough arms?—I suppose they are the borough arms.

Lord Kenyon.

56,546. They are the arms of Holt—no, those are Royal arms?—The arms of Holt are supposed to be a lion. Nobody seems to know exactly why, but it was originally called Lions, not Holt. Lions was the old name of Holt, I believe. It is very often called Lions in the old deeds.

56,547. Is that the origin of the Lions of Holt that we hear about?—It may be.

Professor Rhys.

56,548. In this document it is always either "*Villa mea Leonum, juxta villam meam*" "*leonum*," or "*Apud castrum meum Leonum*." It is the same "*leon*" that you have in "*Urbs Le(q)ionum*" or "*Castra Le(gi)onum*"?—Yes.

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[Continued.]

Professor Rhys—continued.

56,549. And out of that *leonum* you think they have got *lions*?—I should think it is very likely.

56,550. And also put the lions into the coat of arms?—I should think it is very likely.

56,551. How old is that coat of arms, can you tell me?—I cannot tell you, I am afraid.

56,552. The question suggests itself to me whether this is not the original site, whether the name “Caer Lleon” (=Castra Legionum) which is now the name for “Chester” in Welsh, was not first of all the name of Holt; it is a question as to the position of the ancient Deva.

Lord Kenyon.

56,553. I see in your new scheme you have perpetuated the Lions of Holt?—Yes, they have roared so often we thought they should roar again.

56,554. Is the Town Trust settled yet?—It has not yet been submitted to the trustees yet. It will be submitted at their next meeting.

56,555. Under this scheme the Town Trust will have to bear the expense of laying out this?—Yes, we tried to get a contribution from the Woods and Forests towards the expenses of it, but they declined to pay.

56,556. Two pounds an acre is quite a sufficient rent for land about here—for that bit of waste?—Yes.

Mr. Seebohm.

56,557. I presume that this is put in evidence rather as information than as likely to lead to any discussion?—I think so. I have had the privilege of reading what Mr. Sowray said in the evidence he gave in London, but I do not see any point in it that I wish to controvert in any way. I think it is a satisfaction perhaps to the people of Holt, and it is as well that this should be put on record, because there has been a good deal of talk and a good deal of dissatisfaction with regard to the making of these schemes, and with regard to the action of the Crown about the property. Perhaps it would set it all at rest.

56,558. There is no charge or anything of that kind for the individual burgesses?—No. We thought it was rather hard of the Crown that they did not make any claim to these properties at all until after the scheme had been passed and received the assent of the Queen.

56,559. And you complain, I suppose, of the delay?—Yes.

Mr. Brynmor Jones.

56,560. What is the acreage of the Common Wood?—185 acres.

56,561. You have not referred to the Act of Parliament which has been handed to me, the 13 Vict. c. 8., which confirmed the award made

Mr. Brynmor Jones—continued.

in the matter. I only refer to it in order to get upon the Notes the full legislative history upon the matter. That is the Act of Parliament under the Enclosure Act, is it not?—No, it says: “And whereas in the matter of the enclosure of Common Wood, situate in the parish of Holt, in the county of Denbigh, the Enclosure Commissioners for England and Wales did on the 12th of March, in the year of our Lord, one thousand eight hundred and forty-six, give notice of their intention to proceed with such enclosure: And whereas the award of the valuer in the year of the said enclosure was on the sixteenth day of November one thousand eight hundred and forty-eight confirmed by the said Commissioners, and a part of the said lands were sold by the said valuer: And whereas doubts have arisen whether the land, the subject matter of such enclosures were the stinted pasture or lands subject to rights of common which might be exercised at all times of every year for cattle levant and couchant upon other land.” Then it goes on to set at rest all doubts, and to confirm the award by the authority of this further statute. I thought I mentioned that.

56,562. Very likely you did; I have not noticed that you mentioned it?—Yes, I think I said that doubts had been thrown upon it.

56,563. The remainder of the Common Wood was divided, as I understand it, into 64 equal allotments?—Yes.

56,564. Has any litigation arisen in reference to any transactions upon which burgesses who were allottees have entered?—Not that I am aware of. Such sort of questions have generally been settled by mutual arrangement and accommodation.

56,565. Did the allottees affect to treat their allotments as their own in any cases that came under your notice?—Yes, they attempted to do so.

56,566. You say that the acreage is 185 acres, and in a letter which has been sent to the Commissioners by Mr. Palmer, the acreage in 1843 is said to be 204 acres?—A portion was sold for the purpose of paying the expenses of the enclosure.

56,567. Then the discrepancies are accounted for by the sale under the award?—Yes, by the sale.

Lord Kenyon.

56,568. Has any burgess been allowed to have more than one allotment?—No.

56,569. Either by renting or otherwise?—I think not—not within the knowledge of the Trustees.

56,570. On the smaller mace I see the date is put of 1606?—Yes, that is the date of that one.

The witness withdrew.

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Mr. W. T. PARKINS.

[Continued.]

Mr. WILLIAM TREVOR PARKINS called and examined.

Lord Kenyon.

56,571. You are Chancellor of the Diocese of St. Asaph?—I am.

56,572. And you reside at Gresford?—I do.

56,573. You wish to give evidence with regard to the common of Gresford?—I was asked to bring the tithe map here, and to give evidence with regard to the common of Gresford that formerly existed.

56,574. Have you any statement prepared that you would like to read?—I have prepared a short statement.

56,575. Will you read that, and then we can ask you questions upon it. You wish to give evidence with regard to the common at Gresford?—I was requested to give evidence. I have brought the tithe map.

56,576. Will you put in that tithe map for examination?—Yes. It is rather bulky.

56,577. Kindly give us your statement first, and then we can go into the matter of the tithe map?—This is a very brief statement. I have not gone into it much in detail. The tithe commutation was made in 1843, and confirmed in 1845. In the Schedule, No. 312 is described as pasture, 1a. 1r. 10p.; No. 329, also pasture, 2a. 3r.; No. 328, pasture, 1r. 24p.; No. 335, pasture, 1a.; No. 333, pasture, 38p.; No. 374, water, 3r.; making altogether, 6a. 1r. 32p., and all that is described as common. No. 374 is a pool, some distance from the rest, which is known as the Lake. The five other parcels of land lie on the slope of the hill below the village. The railway runs through No. 329, and part of 312. These two were, I believe, enclosed long before the commutation, and have ever since been retained by the occupiers.

Mr. Seebohm.

56,578. Long before the date of this map, do you mean, that is to say, the tithe map?—Yes, before the date of the map.

Lord Kenyon.

56,579. Have you any record of their enclosure?—No, I have not. There have been some disputes, I believe.

56,580. Has it ever been the subject of litigation?—Not of litigation, but I believe there has been some controversy.

56,581. It has never come to a practical head?—No. The three other pieces, Nos. 328, 335, and 333, nearly correspond with two pieces of land which were conveyed in 1881 by the Commissioners of Her Majesty's Woods and Forests to the vicar and churchwardens of Gresford, in trust for the inhabitants of the parish, for the purposes of a public recreation or pleasure ground for the use of the inhabitants, and such other persons as the vicar and churchwardens shall permit. This is the deed of conveyance (*handing in a document*). 50*l.* was paid to the commissioners, and the cost of the conveyance was five guineas. This sum of 55*l.* 5*s.* was

Lord Kenyon—continued.

defrayed by subscriptions given by a few persons who were desirous that the Green and the adjoining bank should be secured for the use of the public, and placed under proper management. This recreation ground is beautifully situated, and it is a great benefit to the inhabitants and to strangers who visit Gresford. The parish council will shortly succeed the churchwardens in the management of it. The railway occupies a very considerable portion.

56,582. Did the railway pay for their severance?—I do not think the railway did, but I do not know. I think they did not pay.

Mr. Seebohm.

56,583. Do you mean that they took land without paying for it?

Mr. Brynmor Jones.

No, for the severance damage.

Mr. Seebohm.

56,584. Did they not pay for the land?—I do not know. The railway took the land, I believe, but a sufficient title to it was never made out.

Mr. Brynmor Jones.

56,585. Have they not paid the purchase money into court in that case?—I cannot tell you really—I do not know.

56,586. Which railway company was it?—The Great Western Railway Company. It was originally the North Wales line going first to Ruabon, afterwards to Shrewsbury, and then it became the Great Western line.

56,587. In which parish is this?—This is in Gresford.

Lord Kenyon.

56,588. Who was the valuer under the award of 1843, do you know? Have you a copy of his award?—No, I have not. I have only the tithe map.

Mr. Brynmor Jones.

56,589. At what date did the Railway Company take it?—I think the railway was constructed about 1846. This, my Lord, is the ordnance map (*producing a map*).

56,590. Where is the land on the slope?—That is the water (*pointing on the map*). That shows the land as it always was.

Lord Kenyon.

56,591. Here is the church is it not?

Mr. Brynmor Jones.

56,592. All Saints' Church?—That is so.

56,593. Which is the land marked "common" now; which was marked "common" on the tithe map? What is the stream that runs down there (*pointing*)?—The Alyn.

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Mr. W. T. PARKINS.

[Continued.]

Lord Kenyon.

56,594. Shall we see this better on the tithe map?—Yes, I think if you will kindly look at the tithe map it would be better.

Mr. Brynmor Jones.

56,595. Is it enclosed now?—One piece of it is enclosed. Here is the water, and this is the road which runs under the station from here (*pointing on the tithe map*).

Lord Kenyon.

56,596. This was made prior to the railway I take it?—The railway runs through No. 329 and part of 312.

Mr. Brynmor Jones.

46,597. The railway runs through a part of a plantation, so far as I can see?—It is very hilly ground. The railway runs through there. This is a road which now goes down to the station. This No. 328 has been enclosed for a long time, and has been used for the meetings of the Gresford Ladies' Club. The club has met and held its dances there during a great many years.

56,598. Who has enclosed the land higher up than the railway, between the stream and the railway?—The common never extended so far as this (*pointing*). This is a large meadow which belonged to the vicar.

Lord Kenyon.

56,599. Which is the recreation ground?—These numbers, 328, 335, and 333, correspond very nearly to the ground which has been bought for recreation ground.

56,600. For the sum of 50*l.*, was it not?—50*l.* was paid to the Commissioners. It is as nearly as possible the same, it is not quite the same.

56,601. For practical purposes it is the same?—Yes, I think it is the same, practically.

Mr. Seebohm.

56,602. What has become of this?—That is a private wood.

Mr. Brynmor Jones.

56,603. The point seems to be: How the land described as common land in the tithe map has now passed into private hands?—I cannot help you as to that, I am afraid.

Mr. Seebohm.

It has passed into railway and private hands.

Mr. Brynmor Jones.

Yes, railway and private hands.

Lord Kenyon.

Without apparently any benefit.

Mr. Brynmor Jones.

And, apparently, this very parish has had to pay 50*l.* to the Commissioners of Woods and Forests in order to get this recreation ground.

Mr. Seebohm.

Is it the Tithe Commissioners or the Commissioners of Woods and Forests?

Mr. Brynmor Jones.

56,604. The Commissioners of Woods and Forests. Kenneth Howard conveys on behalf of Her Majesty?—We thought that as the land was there somebody might possibly have squatted down there, and built a house upon it, and we thought it better, perhaps, to preserve the land for the inhabitants, and I and six other people subscribed the money and bought it.

56,605. In which lordship or manor is it?—The Lordship of Bromfield.

56,606. That is a Crown manor?—Yes.

Lord Kenyon.

56,607. Sir Robert Cunliffe is the steward?—Yes.

Mr. Seebohm.

So that the freehold may be in the Crown.

Mr. Brynmor Jones.

That may be an explanation.

Lord Kenyon.

56,608. Do the Woods and Forests exact any rents in Gresford Manor?—I do not think so.

Mr. Seebohm.

The 50*l.* might be for the enfranchisement of it.

Mr. Brynmor Jones.

56,609. Yes, of course it might?—So far as the commoners' rights go, the piece of land was never valuable; it was on the slope of a bank, and hardly good for anything.

Lord Kenyon.

56,610. It is planted with trees, is it not?—No, it is not planted. There are one or two trees on it, but it is not planted.

Mr. Seebohm.

56,610*a*. The minerals, are reserved?—The minerals are reserved, and the vicar and churchwardens are required to give all facilities to people to use the ground.

56,611. It is "Subject, nevertheless, to such rights of pasturage and other commonable rights, and to all such rights of way and other public rights as the said land may be legally subject to." So that it ought, still, to be common land?—I do not know that any rights are exercised over it.

Mr. Brynmor Jones.

56,612. I notice that the land is conveyed to the vicar and churchwardens?—Yes.

Lord Kenyon.

As trustees.

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Mr. W. T. PARKINS.

[Continued.]

Mr. Seebohm.

56,613. As trustees for the public, so that it would come under the operation of the Local Government Act, 1894, now?—Certainly.

56,614. Then this is only a part of the whole?—This is a part of the whole land mentioned in the Tithe Act—only a small part of it. I should say that No. 328, I believe, was enclosed a great many years ago, and some persons claimed the ownership of it, but the right to it was disputed, and had to be relinquished.

Lord Kenyon.

56,615. You have not given the acreage of these three that were conveyed?—The acreage of the conveyance is 1a. 2r. 19p., and the other three pieces amount to 1 acre 2 roods and 22 perches.

Mr. Brynmor Jones.

56,616. The other two pieces are not touched by this conveyance, are they; it is only one acre and a bit that is conveyed?—The three pieces, these are 328, 335, and 333, in the tithe map are conveyed.

Mr. Seebohm.

I presume that the railway have not paid any rent, or anything of that kind—there has not been any acknowledgment which would keep up the right.

Mr. Brynmor Jones.

Oh, no. Of course it may be before the Lands Clauses Act, 1845, and, therefore, their rights would depend upon their own Special Act.

Mr. Brynmor Jones.

56,617. Do you not think it might be worth while for you to inquire of the railway company whether there is any fund paid into court, or how they did acquire possession of the land. You might get enough to purchase more for the use of the parish?—There is no more to purchase.

56,618. Then with regard to Rossett?—Yes, I have brought the tithe map of Allington.

56,619. Have you any further statement to make as to Rossett?—What is called Rossett Green seems to have extended on the east side of the Wrexham and Chester road. I think that is about the situation of it (*pointing on the map*).

56,620. Is it the triangular bit?—No. I rather think all this was part of the original Rossett Green, extending down to somewhere about here.

56,621. Is that now enclosed?—It is all enclosed now, only I am not quite sure whether that piece of water is enclosed. Part of that piece of water is.

56,622. Do you know under what circumstances it was enclosed; was there an Act of Parliament?—There was no Act of Parliament. I have here a conveyance to Mr. James Boydell in 1832 (*see Appendix*) who lived there, of

Mr. Brynmor Jones—continued.

Nos. 1, 2, and 3, and these other numbers appear to have been, and I should think in all probability were, conveyed by separate conveyances at the same time. It looks as if they were.

56,623. This is from the Crown again?—It is from the Crown.

56,624. Let me see it, in order that we may know whether it contains the same words. It is, "We, the Right Honourable John Wm. Ponsonby," and so on, "do by these presents grant unto the said James Boydell all the estate for ever." There is no saving of common rights in it?—No. I think at that time they were all enclosed, and they are no longer commons.

Mr. Seebohm.

That is an enfranchisement.

Mr. Brynmor Jones.

Yes, complete. This is a conveyance from the Crown as lord of the manor or of the lordship of all rights, except sporting rights, and was done for 3*l.* 16*s.*

Mr. Seebohm.

It does not convey the land, but all the rights of the Crown in the land. It is not "all that piece or parcel of land." I should think that is the common form of an enfranchisement, is it not?

Mr. Brynmor Jones.

56,625. Clearly. It is exactly what I think one would expect it to be from the Lord of the Manor of Bromfield. I was speaking from the point of view of policy, that is all. It seems to be a singular thing to have sold this for 3*l.* 16*s.* It was land by the side of the road, too, was it not?—Well, it was a very objectionable piece of ground. A long time ago it was the practice to gibbet people, I believe, on that very piece of ground, and I am told that a long time ago the freeholders were very glad to have the land enclosed and put in good order. I am satisfied that it was done with the consent of several leading freeholders.

56,626. How far is this from the village?—It is in the village of Rossett.

56,627. Then it really was a kind of village green before?—I suppose at some time it was, but I take it that at the time that deed was executed somebody, whoever it was, had appropriated the ground. I find that in the tithe map a good many of the small numbers are marked; 221 is called an encroachment, 223 is called enclosure of outlet, 234 enclosure to garden, 235 croft enclosed and 211 is called encroachment on green. Then 220 is called three new enclosures for gardens.

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Mr. W. T. PARKINS.

[Continued.]

Mr. Seeböhm.

This conveyance is a conveyance of the Crown's interest in the encroachment in the Lordship of Bromfield and Yale, so that they had been enclosed apparently out of the common, and then the Crown enfranchised them.

Mr. Brynmor Jones.

56,628. It looks as if it were a kind of compromise in some way of some rights that were disputed. Is it the case that one Thomas Snellson had 20 perches also conveyed to him?—There is a list of them here. There is James Mercer, William and George Mercer, John Tilson and Mary Cooper, and the trustees of the club. Those are the names.

56,629. I see that they have the pieces from No. 4 to No. 9?—I only got that deed this morning, and I have not had the opportunity of comparing it carefully with the tithe map.

56,630. But, as I understand it, you think that before this conveyance to BoydeU there had been enclosures made by encroachers?—Yes, I am satisfied that there had been.

Lord Kenyon.

56,631. Is there any house built on that portion?—No, not on that portion.

Mr. Brynmor Jones.

56,632. I think you said that there was no common land now in Allington?—At the time that was fixed the waste in the township was 3a. 0r. 36p.; I fancy those were small bits of land, but I cannot follow them on the map.

56,633. In the House of Commons returns for 1874 of commons and common field lands remaining unenclosed in the county of Denbigh, we find the total area of the township of Allington is given as 3,053 acres, and the area of common field lands as 46 acres. These returns are based, as I understand, chiefly on the tithe map too?—I do not know whether that is so.

56,634. "The whole of the tithe map" says, the Commissioner, "agreements, awards and apportionments have been examined"?—What was the date of that?

56,635. This is 1874?—It is possible there might be other portions of land in portions of Gresford parish, but what I have given evidence about to-day is in Gresford township.

56,636. The area of Gresford township is put down as 1,000 acres. Rossett is in Allington, is it not?—The whole extent of the green at Rossett cannot be very large. My belief, I may say, is that Mr. BoydeU got the title of his neighbours

Mr. Brynmor Jones—continued.

secured as well as his own. I believe that was done. I believe he got conveyances from the Crown for them as well as for himself. I think that is so.

Professor Rhys.

56,637. I should like to ask you, Mr. Trevor Parkins, as you are well known as an antiquarian, how far you can trace the name Rossett. Is the name *Rossett* or "*the Rossett*"?—That is the proper name, no doubt: *the Rossett*.

56,638. Have you got the old Welsh name anywhere. I have seen it stated that the name is "*Yr Orsedd*."

Mr. Brynmor Jones.

56,639. Mr. Palmer suggests it as *Yr Orsedd Goch*?—Yes, I have heard that is so. I have no evidence of it. It is always called "*the Rossett*," and as you know, there are a great many Rhoses in this neighbourhood.

Professor Rhys.

56,640. I thought at one time that it was *Rhosydd*, the plural of *Rhos*, a moor, but I have been told since that the old name was "*Yr Orsedd*." This in modern Welsh would mean "*the judgment seat*," or, "*the tribunal*." In mediæval Welsh it would have meant also a mound, whether an artificial or natural eminence. Is there anything of that kind in the village?—There is no mound of any sort or kind.

56,641. Is there no tradition as to it?—No.

Mr. Brynmor Jones.

56,642. But I think you said that it was formerly a place of public execution?—A place of gibbeting. I believe the remains of the old gibbet were in existence in the memory of people to whom I have spoken.

Professor Rhys.

56,643. You have no tradition of any mound, artificial or otherwise, or of a meeting place of any kind?—No, none whatever.

56,644. As to "*Yr Orsedd Goch*," which has been suggested, you have not met with that in books or in documents?—No, I have not.

56,645. But you have heard that was the name?—Yes, I think I have heard Mr. Palmer suggest that.

The witness withdrew.

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Mr. A. N. PALMER.

[Continued.]

Mr ALFRED NEOBARD PALMER called and examined.

Lord Kenyon.

56,646. You live at 19, King Street, Wrexham?
—Yes, my Lord.

56,647. You wish to give general evidence with regard to some of these commons?—I have been requested to do so, my Lord.

56,648. You have a statement. Will you proceed with it?—It struck me that before I began it might be interesting to put in a survey of Holt of the year 1620, the town survey, which I have here. (*See Appendix.*)

Mr. Seeborn.

56,649. Is that Norden's survey?—Yes, John Norden's survey.

Lord Kenyon.

56,650. Are there any particulars that you wish to give from that survey with regard to Common Wood, or anything else?—The Common Wood is mentioned as an ancient pasture.

56,651. As the property of the burgesses?—Yes, for the use of the burgesses.

56,652. Have you any record of the burgesses of that date?—No, none at all.

56,653. It does not say how many there were?—No, it does not; it simply describes what belonged to the Crown and what had been granted by the Crown within the liberty of the Holt.

56,654. Does the Crown property tally with the Crown property as stated in this last award?—It is very difficult to say. It recites the rents mostly of the burgesses. There is a list of the burgesses given with the several rents which they had to pay. (*The witness produced list.*)

56,655. It does not state the acreage for which they paid these rents, does it?—No, you can calculate that by the statement that 1s. is to be paid for every acre of burgage land, and 2s. for every acre of ancient demesne.

56,656. That makes 64?—Yes.

56,657. I see there are a number of Cheshire names among these, more Cheshire probably than Welsh?—Yes, it was essentially a Cheshire town, although situated in Denbighshire. I sent in a statement to the Commissioners, and perhaps it would be as well for me to follow the order contained in that statement.

Professor Rhys.

56,658. Are you now leaving the question of Holt?—Yes.

56,659. Perhaps I might put one antiquarian question or two?—Yes.

56,660. Is there a mention of a wood there?—Common Wood?

56,661. Yes, what about that?—I believe in the charter which I have carefully transcribed it is described as a pasture, and I have several

Professor Rhys—continued.

times found it mentioned incidentally as a pasture.

56,662. What does Holt mean?—Holt means a wood.

56,663. And the modern name Holt seems to continue that idea?—Yes.

56,664. When can it have been a wood, do you think?—I think it must have been a wood at a very early date, probably when the Earl of Arundel came into the lordship, the first English Lord of Bromfield.

56,665. How far back do you trace it as a pasture?—I cannot trace it any further back than the charter.

56,666. Of Queen Elizabeth?—No, of Henry IV.

56,667. It was a pasture then?—Yes, but I ought to say that in—I cannot give exactly the date now, but I believe it was 1620; yes, I am sure it was—there was a survey which I have at home of the manor of Burton which includes Allington, Gresford, and so on, and therein there is a statement of two parcels of land, one called Bushey Land, aforetime parcel of Common Wood, so that there were bushes at any rate.

56,668. You heard the surmise which I suggested, rather than put positively, about the name Villa Leonum and Castrum Leonum?—Yes.

56,669. What do you say to that?—I have never been able to come to a definite conclusion, but I am inclined to the opinion which you suggested, that it is an extension of the old name of Chester—Caer Lleon—to a large district outside it.

56,670. Let me suggest to you the contrary view: I am inclined to think that the editors of Ptolemy's Geography find a difficulty in placing Deva at Chester, because he placed it further south. Is not that so (I am speaking entirely from memory)?—That is so, but on the other hand, we have considerable Roman remains at Deva, whereas there are none at Holt.

56,671. But, it is possible that the name belonged first to Holt and only later to Chester, as it grew in importance?—Yes, that may be so. I have always considered that Holt or Farndon might have been an outpost say of Chester, and that therefore Holt acquired its Welsh name. That has been the opinion which I have formed in my own mind. I cannot say that I can prove it.

56,672. Then you are not favourable to the idea that the name belonged to the outlying place first?—Well, it may be so. I never thought of that before.

56,673. The Welsh name would now be understood to refer to Chester?—Certainly.

56,674. How far is Holt distant from Chester?—It would be about eight miles.

56,675. If the Roman station was there before Chester, the name would possibly refer to Holt before it referred to Chester?—Yes.

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Mr. A. N. PALMER.

[Continued.]

Professor Rhys—continued

56,676. That is only a suggestion; do you think that agrees with the fact?—Yes, I think it very likely.

56,677. But you have not thought of it?—I have not thought of it in that way. I considered it rather an extension of the name from Chester to the outpost.

56,678. But if the ancient mentions of Deva would seem to place it on the Dee, miles away from Chester, that would rather seem to suggest the contrary view?—Yes. Then with regard to Yr Orsedd Goch.

56,679. Have you anything to say as to that?—Yes, in this survey of 1620 of John Norden of the Manor of Burton, in the Lordship of Bromfield, it is continually mentioned. In 1620 it is continually called in this survey Yr Orsedd Goch, and there are some five or six place names in this neighbourhood which I have found by consulting old deeds to have been formerly “Yr Orsedd,” which are now called “Rossett.”

56,680. That is a feature of the dialect: in the transition of language you think that “Yr Orsedd” becomes “the Rossett”?—Yes.

56,681. Would you say that the Goch (red) refers to the red sandstone about there?—Well, the soil is reddish.

56,682. Or would you say that brings us back to execution or gibbeting?—There was a gibbet there. I have known persons who have seen the gibbet—very old persons.

56,683. You have never heard of there being anything like a small mound or anything of that sort?—No.

56,684. You have, perhaps, never inquired?—So much has been enclosed.

Mr. Seebohm.

56,685. But you would take the fact of the gibbet being there as rather confirming your view?—Yes. The last man gibbeted there I have been told was some one of the name of Jeffreys.

Professor Rhys.

That is a well-known name down here.

Lord Kenyon.

56,686. With regard to the castle, have you traced that back at all?—Yes, there is a very full description of the castle in this survey.

Professor Rhys.

56,687. Is there any distinction between Villa Leonum and Castrum Leonum?—Yes; the Castrum itself was the castle and its precincts; the villa included the town and its liberties—“franchise” it is called here.

Lord Kenyon.

56,688. I know it is traced to some time before the wars of the Roses, but how much earlier

Lord Kenyon—continued.

can you trace it?—I really do not know. My time has not allowed me to go into it much.

56,689. I thought you turned your attention to it before?—I have been intending for a long time to turn my attention to Holt more thoroughly.

56,690. It occurs to me that it is on the natural high road between the strong positions of Beeston and the natural passes of Wales. It would be on the roadway as opposed to the sea way?—The left side of the Dee opposite Chester was formerly a great marsh, and therefore Holt would probably be a better place of passage over the water than Chester. That is another point in favour of the suggestion of Professor Rhys, and tends to bear out your Lordship's suggestion. I have a lot of memoranda about Holt, but I have not been able to look them up.

56,691. Now we will go on with your general evidence?—I will take out of the general statement, unless I am asked a question about it, the matter with regard to the common fields in the first paragraph.

56,692. You leave that out?—Yes, I leave that out, because they were not really common in the sense that we use the word common now.

56,693. But they are still unenclosed fields, I think?—Yes, but in a very straggling state, and in the last stages of decay. There were no common rights over the common fields. As to the Enclosure Acts, the first that I mention in my memorandum is the Enclosure Act of Minera.

56,694. You are dealing with the county of Denbigh now?—Yes. An Act of Parliament was passed in 1808, 48 George III. c. 16, for enclosing the waste lands (480 statute acres) of Minera. These lands were wholly allotted, with the exception hereafter made, to owners of land in the township. The exception, however, is important. You will see in section 12, I think, that the exception occurs. A portion of the waste was ordered to be set aside to be enjoyed in common by the allottees “for getting “limestone” ———

Mr. Brynmor Jones.

56,695. You mean the section marked “allotment for getting materials”?—Yes, I have not marked it. It was “for getting limestone, “building-stone, gravel, sand, earth, marl, and “clay to make bricks for the use, benefit, or “improvement, of such buildings, lands, or “hereditaments, situated in the said township” —then I have left out a few unimportant words —“and also in the repairs of the highways, “private roads and paths, which now are, or “hereafter shall be made within the said township, provided always that such stone, gravel, “sand, earth, marl, or clay . . . shall not, “directly or indirectly, be sold or disposed of “to any person or persons whomsoever, or

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[Continued.]

Mr. Brynmor Jones—continued.

"conveyed out of the said township under any pretence whatever, under the penalty of 20s. for every ton weight so sold or conveyed." The exception goes on to say, it was to be paid to the overseers of the poor, in aid of poor's rate of said township. It was also required "that springs and pools and other watering places for cattle and beasts, within the said township, upon the said commons and waste lands," should be set apart "for the common use and benefit of all owners, or occupiers of messuages, tenements, or hereditaments within the said township." So far as I can discover, that restriction has not been observed.

Mr. Seebohm.

56,696. Where is Minera; is it close by Wrexham?—Yes.

Lord Kenyon.

56,697. Do you mean to say private individuals have taken advantage of it, or it has been sold?—Sold outside the township.

56,698. For the benefit of private individuals?—So I understand.

Mr. Brynmor Jones.

56,699. It is a very valuable right, because apparently if one were to purchase a bit of land within that common one would have a right to repair one's house with stone from this public quarry?—Yes. I merely bring this before the Commissioners, not because I know for certain that stone and marl and so forth are sold, but in order that that provision of the Act should be known.

56,700. Is there a bit allotted?—Yes.

56,701. Because the words are: "He is hereby required to set out and allot such parts or portions of the said commons and waste lands in the said township of Minera not exceeding in the whole 12 statute acres in such place or places as he shall judge most convenient?"—Yes.

56,701a. I will read clause 12 in order to get it upon the notes. It is as follows: "And be it further enacted that the said Commissioner by this Act appointed shall and he is hereby required to set out and allot such parts or portions of the said commons and waste lands in the said township of Minera, not exceeding in the whole 12 statute acres in such place or places as he shall judge most convenient to be used and enjoyed for ever thereafter by the respective proprietors of buildings, lands, or hereditaments within the said township, who shall be adjudged to be entitled to any allotment or allotments of the said commons or waste lands, and ultimately award the same by virtue of this Act in common for the purpose of getting limestone, building-stone, gravel, sand, earth, marl, and

Mr. Brynmor Jones—continued.

clay to make bricks for the use, benefit, or improvement of such buildings, lands, or hereditaments situate in the said township, in right of which any allotment or allotments hath or have been made, as well as for the use, benefit, or improvement of such allotment or allotments, and the getting of such stone, gravel, sand, earth, marl, or clay, to be got up for the purposes aforesaid, and the labourers to be employed in getting the same shall be and are hereby declared to be subject to such regulations and restrictions as the said Commissioner by this Act appointed shall in and by his award direct or appoint, and also in the repairs of the highways, private roads, and paths which now are or hereafter shall be made within the said township. Provided always that such stone, gravel, sand, earth, marl, or clay, or any of them shall not directly or indirectly be sold or disposed of to any person or persons whomsoever or conveyed out of the said township under any pretence whatsoever, under the penalty of 20s. for every ton weight so sold or conveyed out of the said township, and so proportionally for any greater or less weight or quantity to be paid for such person or persons so selling or disposing of such stone, gravel, sand, earth, marl or clay to the overseers of the poor of the said township of Minera for the time being, and to be by them accounted for and applied in aid of the Poor's Rate of the said township; and the said Commissioner by this Act appointed may, where occasion shall require, set out and appoint springs and pools and other watering-places for cattle and beasts within the said township upon the said commons and waste lands, and for the common use and benefit of all owners or occupiers of messuages, tenements, or hereditaments within the said township."

Lord Kenyon.

56,702. Who are the owners of the land to whom the first was assigned?—I think I can tell you that; James Topping, Esquire, William Lloyd of Plas Power, Esquire, John Jones of Caemynydd, Esquire. I think those are all that are mentioned in the Act, but they are recited at the beginning.

Mr. Brynmor Jones.

56,703. Was this clause altered by a subsequent Act of Parliament?—No, except so far as saving the rights of the Grosvenor family is concerned, not to my knowledge.

56,704. Meredith is one?—Meredith of Plas Gwyn.

Lord Kenyon.

56,705. You do not know what the area of the whole is?—Yes, my Lord, 480 statute acres.

56,706. Yes, I see that is so?—I think the portions set apart were ordered to be not over 12 acres, but there may be someone here who will be able to give information upon that point.

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[Continued.]

Lord Kenyon.

We shall be able to look at the map presently and that will help us.

Mr. Brynmor Jones.

56,707. You do not know whether that Act was repealed, or what was done with it?—No, I do not know whether that Act has been repealed or not.

56,708. Can you tell me in whom were the quarries vested?—No, I cannot.

56,709. You have not looked at the award?—No, I have not looked at the award.

56,710. I should think to carry out section 12 in the award the Commissioner would have to vest the part set aside for getting materials in certain trustees, would he not?—Yes, I should say so. There are two Commissioners mentioned in the Act.

56,711. I mean the Commissioners to carry out the Act?—Yes, but I have never come across the names of any trustees. In the tithe map I remember noticing the common quarry.

56,712. In 1845 I think there is a bit described as township quarry, is there not?—Yes. The Vicar of Minera is here, and can speak with regard to that, I think.

Lord Kenyon.

56,713. Yes, I think we will ask him whether he can give us some information upon that presently?—The next point is as to the Holt Common Wood which has been fully dealt with by Mr. Kenyon.

56,714. Have you any remarks to make upon Mr. Kenyon's evidence?—No, I have not. I think Mr. Kenyon said pretty well all I intended to say.

56,715. Do you think that the rights of the Burgesses of Holt have been recognised by the Crown now?—I really have not gone into the matter lately.

Then as to the point of the waste lands in the Ruabon and Esclusham parishes. I thought it desirable to bring those before the Commissioners, but I have not any very exact knowledge of it, except that in one of the books published by the authority of Parliament in one of the Reports of the Commissioners of Woods and Forests which I read several years ago, and which I copied into my pocket book at the time and which I have referred to, I find that in 1853 the Crown sold to the late Sir Watkin Williams-Wynn its right over them. (For copy of this conveyance, see Appendix.)

Mr. Seebohm.

See 56,884. 56,715a. Was it 1853 or 1857?—1857. I believe it was in 1853 that the agreement was made, but the sale was effected in 1857. The Crown sold to the late Sir Watkin Williams-Wynn its rights in the soil of 2,774 acres of waste land in the parish of Ruabon, mineral and sporting rights excepted, and of 2,991 acres of waste land in the township of Esclusham for 208*l.* 11*s.* 10*d.*, being a fourteenth part of their estimated value.

Lord Kenyon.

56,716. What happened to the other 13 parts?—I ought to say that this is merely an abstract of what I read in the Reports, but all the figures are right I am quite sure.

56,717. He also bought the sporting rights, did he not?—The sporting rights he also bought, and gave 2,000*l.* for them, but the common rights were reserved.

56,718. Did the Crown raise any contention?—Yes, the Crown contended that by the custom of this lordship it was entitled to a third part instead of a fourteenth part of all lands enclosed; but was unable to prove its contention. Therefore as I imagine the bargain was made, the whole area for the fourteenth part. But there is no doubt at all that the Crown is entitled to a third part by ancient custom of this lordship of all lands enclosed, and I have here a Parliamentary survey of this lordship in which that right is asserted. (See Appendix.)

Mr. Seebohm.

56,719. Is this Norden's survey also?—No, it is the survey of 1649. This is the whole of the paragraph. "The enclosures before mentioned, and all the rest of them that are within the Lordship of Bromfield and Yale fall to the lord of the soyle because inclosed with out licence, for, although by their"—that refers to the tenants—"fee farm estates they may challenge freedom of commoning, it is by the covenant of the grant as formerly and anciently was accustomed without any power of inclosing so that they must take a new grant of all except some old inclosures which are included in their fee farms which is the custom of the lordship, and if they should inclose all their comons yet the lord would have a third p'te."

Mr. Brynmor Jones.

56,720. That transaction in 1857 that you referred to seems to be a portion of a considerable transaction between the Crown and Sir Watkin Williams Wynn in the year 1857?—Yes, I believe it was, but I was not interested in that; I was only interested in my own district.

56,721. Still, it is an instance which we are very glad you brought forward. The Crown parted with its interest in several pieces or parcels of waste land and certain encroachments thereon, and it appears that it parts with 23,639a. 2r. 31p. for 6,331*l.*

Lord Kenyon.

It is a most extraordinary bargain.

Mr. Brynmor Jones.

The 23,000 odd acres were waste lands and encroachments, and to one-third of those, upon enclosure the Crown was by custom entitled, as I understand it and parted with its rights including one-third for 6,000*l.* odd.

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[Continued.]

Lord Kenyon.

It is all mountain top.

Mr. Brynmor Jones.

56,722. Probably, but it did not reserve the minerals there I fancy, did it?—Yes, minerals and sporting rights.

Lord Kenyon.

56,723. Are not the minerals in this particular case which you have mentioned the property of the Grosvenor family?—Yes, all the minerals in the Lordship of Bromfield and Yale belong to the Grosvenor family, unless they have parted with them, as they have done in certain cases; sometimes they have sold the minerals of certain districts.

Mr. Seeborn.

Do we not understand that that sale was made subject to the common rights, and that the right to the one-third was only if they were enclosed without licence, that is according to the survey I think.

Mr. Brynmor Jones.

56,723a. I think not?—No.

Mr. Brynmor Jones.

If all the common lands are enclosed there according to the custom of the lordship, the lord takes a third part.

Lord Kenyon.

56,724. You say that the Crown contended that by the custom of the lordship it was entitled to a third part instead of a fourteenth part of all the land enclosed, but then the Crown Officers were not able to prove it, and then the matter dropped?—The lands were actually sold for that sum, so that the late Sir Watkin was absolutely entitled to them. They were actually sold for that sum because the Crown Officers could not prove their contention, but if the Crown had a steward of its own who knew his business and looked after the interest of the Crown, that would not have happened, but this happened at the time that Sir Watkin Williams-Wynn himself was the steward.

Mr. Seeborn.

56,725. Could you tell me whether Sir Watkin has himself claimed the third on enclosure or the fourteenth?—No, I could not tell you.

Lord Kenyon.

56,726. Is there not still a certain amount of common right exercised on these hills in the way of cutting heather for brooms?—I think I have seen it done. I cannot speak positively. If you will allow me I will read what the common rights are in the survey of 1620 over these

Lord Kenyon—continued.

lands. "In the survey of the Manor of Esclusham made by John Norden, they say" (that is, the jurors, there were 20 jurors, all men of note in the township), "The commons in and about this manno' doth yeild turfe, furse, heath, and fearne, wch the tennaunts and inhabitaunts of this and other mannors adioynge doe take and vse for fuell as they neede, and thinke ye same doe belong to them as appurtenaunces to their landes and leases."

Mr. Seeborn.

56,727. Are those leases the 40 year leases?—Yes, the 40 year leases, but of course there were plenty of freeholders in the manor at the time. The jurors go on to say that on the mountains and commons in and about this manor "do breed mooree-cockes and growes which gentlemen of ye countrey of Cheshire and other places do hawke and take them at some seasons of the year." Then they say that they are inter-commoners with the Manors of Minera, Esclusham, and Yale.

56,728. Then you are not in a position to say whether those rights of common are still enforced?—No, I am not.

Lord Kenyon.

56,729. I am certain that they still do it. I have seen them do it many times.

Mr. Brynmor Jones.

56,730. Do you know whether the encroachments were very numerous there in 1857?—As to the encroachments on the commons in 1857 I only know by hearsay.

56,731. The deed seems to deal with waste lands and encroachments. Of course we have not got the deed?—I only know by hearsay that there were a great many small cottages built, but I do not know of my own knowledge.

56,732. And the effect of the deed was that the management of any squatters' cottages that were there was transferred from the Crown to Sir Watkin?—Yes. I have been told, but I do not know of my own knowledge, that it was done, that the cottagers who had squatted on the waste, and thought they had a right to their cottages, found themselves tenants of Sir Watkin. I have only been told so, and I really do not know whether it is so or not.

56,733. Do you know whether even now there are people who believe that by the custom of what they call Ty unnos, as it was called at Bala, they acquired a right?—Yes, or Hafod unnos.

56,734. Yes, or Hafod unnos. My question is whether such people still exist, and up to what time that belief was maintained in the district?—I have heard many and many a time of the custom Hafodau or Tai unnos. I should say it remained in existence until the commons were all enclosed. (For a note on this subject by the witness, see Appendix.)

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[Continued.]

Mr. Brynmor Jones—continued.

56,735. So that these people were people who so far as you could judge were acting honestly under the impression that they had got the right to do this, and that they were not simply stealthy encroachers?—So I have been told, but I do not know of my own knowledge. I have been told so at various times by various old people.

56,736. We had one definite instance at Bala, of the thing being done according to the approved custom of the manor?—Yes. I cannot give definite evidence of that myself, but I have been told that was the case.

Professor Rhys.

56,737. Do they use the term "Morning surprise" for that sort of thing in English here?—No, I have never heard of that.

56,738. That is what we had somewhere in Radnorshire, I think, the translation of "Morning surprise" for "Ty unnos" or "Hafed unnos"?—Yes, it is not a bad rendering. I have said in the memorandum I sent to the Secretary, and I should like to say it publicly, that all the statements I make here are based on official documents either printed, or, if not printed, accessible to whomsoever will be at the labour and cost of consulting them, and if the Commissioners make this memorandum a basis for examination, I claim in justice to myself to have it acknowledged that I have made use of no private documents to which, as an antiquary, I have been permitted to have access. I have also made a preliminary statement in my notes, which I have here, a little amplifying that, which I should like to read if you will allow me.

Lord Kenyon.

Certainly.

Mr. Brynmor Jones.

56,739. Are you going to another topic now?—No, it is upon the same point.

56,740. I was going to ask you a question about the quarries of lime?—Yes.

56,741. Do you know anything about the quarrying now, or how the quarrying since 1857 has been carried on?—No, I do not, well, I know by hearsay, but I have never made any special inquiry into it. I think some inquiry ought to be made but I do not like to say anything that I am not prepared to prove.

56,742. I think on the same survey it says this, does it not: "Also there is within this 'manno' quarreys of lyme w'ch are taken vpp and carried by the Prince his freeholders and the tennautes of Bromfield for the bettering of their groundes without restraint or paying anything for the same"?—That was in the manor of Esclusham.

56,743. That was comprised, I suppose, in this grant of 1857?—No, it would not be comprised in that grant.

Mr. Brynmor Jones.

It was in the larger transaction, I think.

Mr. Seebohm.

Tenants of Bromfield.

Mr. Brynmor Jones.

56,744. The transaction of 1857 clearly covers waste lands in the parishes of Ruabon and Wrexham, and in divers parishes in the county of Merioneth?—Oh, yes, I only consulted that part of the statement which referred to my own district which I was interested in. This is my statement with which I ought to have opened really. I should like to say, first of all, that I appear here, not on my own motion, but at the sole request of the Commission itself, and secondly, that I speak wholly as an antiquary and student of the history of the district whereof Wrexham is the centre. My only desire is to help the Commissioners in their inquiries, and to call attention to some facts, not now generally known, which I have met with in the course of my studies, even though I may not be able to give a full history of these facts, or a history up to date. However, I should like to have it understood, as I have already mentioned, that in whatever evidence I give I make no use of private documents.

Lord Kenyon.

56,745. Of course, we clearly understand that?—It is very important for my reputation that that should be understood.

56,746. Yes. Of course; possibly you could not get access to those private documents so easily if it were thought you were making an improper use of them, and I am sure everybody will understand that?—Then as to the next point. I do not know whether it is worth while going into that. It is as to the vast area of the commons in the two lordships of Bromfield and Yale, say 200 years ago, because they have all been enclosed so very long, but in every township almost I find there was formerly a common. I will only go into those that have been enclosed of late, that were open commons within say 50 years. There is one point here which I have made a note of—about the fishery, and I think that is rather an important point to deal with. I am not a fisherman myself. I never fished in my life, but that comes under one of the heads of my statement, and I do not know whether you would allow that to be gone into.

56,747. Certainly; but are you sure you are exact about that statement?—I have it here in the survey of the manor of Abenbury. The manor of Abenbury included the townships of Abenbury, Erbistock, and Eyton in Bromfield. I will hand in the survey. It is of some interest. It says: "They say" (that is the jurors) "there 'belongeth to this manno' ye fishing of the 'whole water of Dee, and Jerrard Eyton, Esq., 'payeth therefore yearlie to the Prince xx'."

Mr. Brynmor Jones.

56,748. Is the Dee navigable at that point or tidal?—No.

Professor Rhys.

It is navigable for coracles. I have seen them afloat.

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Mr. A. N. PALMER.

[Continued.]

Mr. Brynmor Jones.

I mean navigable in a technical sense, rather.

Mr. Seebohm.

56,749. Is it navigable for fishing?—Yes, and very valuable for that. I have heard many piteous tales from poor men at Bangor Isycoed, and elsewhere, who have made their living by fishing there, as their fathers and ancestors, and predecessors had done before them, and now they are precluded from doing so, and they have to take out a licence for the fishing.

Lord Kenyon.

56,750. I think the Dee is now managed by a board of conservators?—Yes.

56,751. And the fault, if any, lies with the board of conservators, because they have the control of the fishing. The poor fishermen at Bangor, with whom I sympathise very much, suffer because the fishing at the mouth is so excessive by reason of the stake nets at the mouth preventing the fish coming up?—Yes.

56,752. I do not think the fisherman suffer from riparian owner's jealousy. It is from the fisherman at the mouth catching too many fish so that there are not enough to spawn?—Yes.

Mr. Brynmor Jones.

56,753. This is a Crown manor, is it not?—It is a Crown manor.

56,754. And the Crown has not parted with any of its rights there, has it?—Not as far as I know; but many old fishermen have told me that they used to fish all up the Dee as far as Llangollen, but they are not allowed to do so now.

Lord Kenyon.

56,755. At one time it was very much overstocked with coracle nets, and they had to take out a licence for them?—I do not know all the rights or wrongs of the case.

Lord Kenyon.

There was a case a short time ago in court, and you may have noticed it.

Mr. Brynmor Jones.

56,756. Your point is that contrary to what is the usual state of things in a tidal river, here the lord of the manor had an exclusive right of fishing as against tenants and all?—That is the statement in the survey of 1620.

56,757. Can you suggest what title the riparian owner there has to exclusive fishing?—I do not think he has any title. The Crown has allowed these men to fish there for generations.

56,758. Do you mean the inhabitants of the manor or the public at large?—The inhabitants of the manor—well, really, the people at large who come there.

Mr. Brynmor Jones.

Then I suppose that they could prescribe for it, could they not?

Lord Kenyon.

It is a question that is quite worth looking into, but I think you will find it is because of the board of conservators.

Mr. Seebohm.

And not the lord of the manor?

Lord Kenyon.

Yes.

Mr. Brynmor Jones.

I hardly think the board of conservators would touch this question, because I presume they have only statutory powers to regulate the fishing; they cannot give a man who has not a right to fish a right to fish. I mean to say, if I were a riparian owner here, and I had the exclusive right of fishing to the middle of the Dee from this point, the conservators could not prevent my exercising my right, nor could they confer a right adverse to mine upon anyone else.

Lord Kenyon.

56,759. But they could regulate the fishing, and that is what they do now. They regulate it?—People are obliged to take out a licence.

Mr. Brynmor Jones.

56,759a. That is another point again—the taking out of a licence. Of course for all salmon fishing under a special Act of Parliament a licence must be taken?—Yes, or any kind of fishing.

Mr. Brynmor Jones.

Of course for any kind here.

Lord Kenyon.

There were no doubt constant disputes, and it was with a view to settling those disputes that the board of conservators was appointed.

Mr. Brynmor Jones.

56,760. There is one suggestion I must make by way of qualification of what I have stated, and that is that there may be an Act of Parliament with regard to it?—Yes, there may be.

56,761. And of course an Act of Parliament can alter surveys or anything else?—To be sure.

Lord Kenyon.

56,762. What is the date of that survey?—1620. I mentioned it because I have found there is a great deal of feeling amongst many people, and I mention it, although I am not a fisherman myself. I found this entry, and I thought it right to bring it forward.

Mr. Brynmor Jones.

56,763. Do you think there has been a conveyance of the rights as to fishing to the conservators of the Dee from the Crown?—I do not know. As I said before, all my statements are not quite up to date; I live more in the past than in the present, and I know better where John Jones of 100 years ago lived than John Jones of to-day.

Now we come to the third class of commonlands, namely, those which were recognised as commons about 50 years ago. All these statements are based on schedules to the Tithe Commutation Survey. In the tithe map schedule of Bersham, made in

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[Continued.]

Mr. Brynmor Jones—continued.

1840, the lands described as "common" still amounted to nearly 20 acres.

Mr. Seebohm.

56,764. Is it described as "Green Common"?—No, as "common," I think, so far as I remember. I am sorry I cannot tell you whether these are all still commons or not. That is Rhos Bers (*pointing on the map*); this is now enclosed. Here is an area mentioned as "common"—No. 233—containing seven acres, which are now enclosed. I know it is enclosed; I often walk that way. I do not know by whom it was enclosed.

Lord Kenyon.

56,765. You do not know whether it was enclosed under Act of Parliament or not?—No, I do not. There are several others.

56,766. That was in 1840 you say?—Yes.

Mr. Brynmor Jones.

56,767. Is that a Crown manor?—That is a Crown manor. All the manors are Crown manors in this lordship.

56,768. This is a manor in the Lordship of Bromfield and Yale?—Yes.

Mr. Seebohm.

56,769. It lies along the river, does it not?—Yes, and I have been told there are several Hafodau un nos along there.

Mr. Brynmor Jones.

56,769a. We can find that from documents already before us. We have a list of enclosures in Wales?—Yes, it was not enclosed in 1840.

Lord Kenyon.

See 56,810.

56,770. That is all you have to say about it?—That is all I have to say about it. Then we go back to Minera, the township quarry. I think the Vicar of Minera is here, so that I will leave that.

Mr. Seebohm.

56,771. You simply inquire whether it is still public?—Whether it is still public. Then as to Overton, you will get evidence to-morrow as to that, I think, probably.

Mr. Brynmor Jones.

56,772. Do you mean at Hanmer?—Yes, but I will read the extract if you like.

56,773. Please do so?—"The whole quantity of common land"—this refers to Overton parish—

Mr. Seebohm.

56,774. This is from the survey?—This is from the survey: "The whole quantity of 'common land, subject to tithes within the 'said parish is by estimation 30 acres or thereabouts, being open waste and used by the 'adjoining inhabitants for depasturing cattle 'and sheep; the right in the soil is vested 'in Philip Lloyd Fletcher, Esq., as Lord of the 'Manor."

Lord Kenyon.

56,775. Perhaps we had better have the map while we have the point in our minds. Do you know the district with regard to this?—Yes, I can find it.

56,776. Is it Lightwood Green?—It is Lightwood Green.

56,777. I think this was enclosed something under 20 years ago, was it not?—Yes, something like that. I do not know the circumstances at all under which it was enclosed.

56,778. It was enclosed under the Act, I know, and half of it was sold to me, and the other half to some one else?—There it is (*pointing on the Parish of Overton map*).

Mr. Brynmor Jones.

56,779. What is the number?—It is Lightwood Green, No. 1,198.

56,780. The road goes straight through it?—Yes.

Lord Kenyon.

We passed through this yesterday.

Professor Rhŷs.

It is where we saw some gipsies cooking their supper as we drove along.

Lord Kenyon.

56,781. Yes. The gipsies were on, I suppose, what is left as waste, and the rest of it is all enclosed?—Then with the piece of pasture and waste land in the parish of Gresford, Mr. Parkins has already fully dealt. I do not know that it is worth while going through the next paragraph, that is, as to the enclosure of the lane. I am quite willing to do so.

56,782. Anything you wish to deal with, please go into?—As to Rossett Green, I have spoken at various times to old people who remember it, and from the tithe survey of Gresford Parish, it would appear as though it was only about 1½ acres or a little over. There was an acre and a half claimed by Mr. John Boydell, and 20 perches by Mr. Thomas Snellson, but as a matter of fact there had been encroachments on it at a much earlier date, that is to say, it was much larger at the beginning of this century than it was in 1843 when Mr. Boydell enclosed it, and I know several people who bought their encroachments on Rossett Green of the Crown. Rossett Green was formerly a place where bull baiting and cock fighting and even bear baiting, I have heard, were carried on, and there was a gallows, as Mr. Trevor Parkins has said, and I have been told also that the gallows is still in existence, but not *in situ*.

56,783. (Mr. Trevor Parkins.) A gibbet, not a gallows. (Witness.) Yes, a gibbet, not a gallows. It was not *in situ*, but it had been taken to the Golden Lion, if I remember right.

56,784. (Mr. Trevor Parkins.) I have heard of someone having the stump of the gibbet. (Witness.) Yes. It was a very important green at one time, but there were a great many small squatters who first of all filched various parts of

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[Continued.]

Lord Kenyon—continued.

it, but so far as I can make out, they all had to purchase their land of the Crown, and there was no question then raised as to thirteen-fourteenths or two-thirds."

Mr. Brynmor Jones.

56,785. That seems to be an ordinary case of squatting, and as against the Crown they had no title, or practically no title, because you may disregard the Nullus Tempus Act for this purpose?—That is so. It seems to me that the Crown has been very hard generally on the small people. There is only one other thing that I wish to say, which may be interesting to Professor Rhys, and that is that there used to be a custom acted upon in this district that a widow was entitled to a moiety of her husband's personal estate, whatever the disposition of her husband's will might be. The last instance of this claim which I have met with that has been made, and apparently acted upon, took place in 1714, and was the case of Dame Dorothy Jeffreys, the widow of Sir Griffith Jeffreys, of Acton, Knight.

56,786. To what origin do you trace that custom?—I cannot trace it at all. It is claimed as the custom of North Wales.

56,787. Not the custom of a manor or lordship, but the custom of North Wales?—Yes, the custom of North Wales.

Mr. Brynmor Jones.

There were peculiar dispositions in the old Welsh law books about the rights of a married woman and the rights of a widow. I should think you would probably find it mentioned there.

Mr. Seebohm.

Where they had lived together more than seven years, I think the property was to be divided equally, was it not.

Mr. Brynmor Jones.

56,788. Yes, that was on parting—on divorce. It made a good deal of difference in the case of divorce, whether it took place before seven years after marriage or after seven years?—Yes. Another case in which a similar claim was made, and apparently allowed, was during the Commonwealth; I do not exactly remember the date, but it was somewhere about 1653.

Professor Rhys.

56,789. Where did you get the reference to that, do you remember?—Yes, I found it in some deeds that I examined. Of course, that does not bear on tenure.

56,790. Then as to Rossett Green, is that about the place of Yr Orsodd Goch?—Yes. There used to be a chapel there called the Chapel of St. Peter. It was called the Rossett Chapel.

Mr. Seebohm.

56,791. I would ask you simply this question. You have stated, I think, two or three times, that the common field system of arable farming existed in Wales as well as in England. Was there any distinct difference between the Welsh

Mr. Brynmor Jones—continued.

and the English systems?—Yes, I should think so. In the first place, there were no common rights at any time of the year over any of the common fields. There were no rules relating to crops, as to how crops were to be grown. Everyone could cultivate as he pleased, and there were many other differences. A man could sell his portion,—his "purpart," as it is called in the legal documents I find—a man could sell his purpart in the common fields.

56,792. Under recent customs?—Yes, since the time of Henry VIII., at any rate.

Mr. Brynmor Jones.

56,793. That indicates a somewhat later development of the common field system than that to which Mr. Seebohm is referring?—Yes.

56,794. Because if a man could sell he practically gets the sole remaining right which makes up the complex right of property?—Yes. I can go farther back than that, and I should like to show to Mr. Seebohm a whole lot of deeds relating to an estate at Stansty, which I have at home, and also relating to Stansty Isaf Estate, which is now absorbed in Stansty Hall. The first of those really began in the time of Edward II., and it begins with a statement; it gives the names of all the holders of land in the township, *liberi et nativi*, and it states their dues, a heriot of 7s. 6d. on the death of a holder, amobr on the marriage of a daughter, and the going to war with the prince; those were the three dues to which they were liable.

56,795. Heriot, amobr, and military service?—Heriot, amobr, and military service, but in 1291 or 1289, I am not quite sure now which it was—I think it was 1291—three sons of a liberus—of a freeman—applied to the court at Wrexham, and notified that their father had died since the last session of the court, and they paid in 7s. 6d. as a heriot, whereupon they were granted full possession of their father's rights.

Mr. Seebohm.

56,796. Like an English copyhold?—Yes, but he was a freeman.

Mr. Brynmor Jones.

56,797. Where was this property that you are now referring to?—Stansty Isaf.

56,798. Yes, but where does that come in. Is it in Yale?—No, it is in Bromfield.

Lord Kenyon.

56,799. Is there anything more that you wish to draw our attention to?—No, I think not, my Lord.

Mr. Brynmor Jones.

56,800. The common field system you are describing is one in which the same plot of land was permanently allotted to the persons entitled in the township?—Yes.

56,801. As you say, it was not used for pasture purposes at any time of the year; he did what he liked with it all the year round?—Yes, just as he liked, so far as I can see.

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Mr. A. N. PALMER.

[Continued.]

Mr. Seeborn.

With regard to that there was often a custom in English manors that a man could enclose strips if he gave up the right of pasture over the rest, and having done that he could sell them. It possibly might be the same thing there.

Mr. Brynmor Jones.

56,802. This looks as though it were a kind of intermediate stage between a man having definitely enclosed in that way and the original common field system?—It must have begun very early in Wales, because I find that they had arrived at the stage of these saleable strips very early.

Mr. Brynmor Jones.

I am very doubtful whether it is a common field system in the sense in which Mr. Seeborn uses the term. I am not at all sure that it is.

Mr. Seeborn.

I think I should say that in the survey of Denbighshire, 8th Edward III., it is evident that Henry de Lucey, who was the Lord of the Lordship of Denbigh, was trying to introduce the English open field system into this district, or a district a little further west, and that introducing a system like that he probably would find it very difficult to introduce the custom of the manor, because you cannot create a custom, and therefore it would be at a late stage that he would introduce it into these districts.

Mr. Brynmor Jones.

Yes.

The witness withdrew.

MR. TREVOR PARKINS recalled and further examined.

Lord Kenyon.

56,807. What is it you wish to state?—With regard to that purchase from the Commissioners I should say it does not exactly correspond with the unenclosed lands, but you will see it on the map (*pointing out on map*).

56,808. Is this another map?—It is the same map that I referred to before, but that shows

The witness withdrew.

The Rev. T. H. EVANS called and examined.

Lord Kenyon.

56,810. You live at Minera Vicarage?—Yes.

56,811. Have you your map which shows what Mr. Palmer referred to?—Yes (*the witness produced a map*). It shows where the common land was which was enclosed in 1808.

56,812. Do you wish to give any evidence with regard to this map, or do you put it in?—My evidence is from hearsay very much, and I produce the map on request.

Mr. Brynmor Jones.

56,813. Is the quarry, public still?—I think not. There are four or five small quarries which have been used by the parishioners in this township, as I understand. Four are pointed out at present, but they have been taken possession of, and rents have been paid for some of them.

Lord Kenyon.

I have the following questions to ask you which are handed in by Mr. Owen Wynne, "I think you said that the price at which the late Sir Watkin purchased the Crown rights was much less than the estimated value." I think that question refers to what you say here—one-fourteenth part of the estimated value. Mr. Owen Wynne goes on to say: "How do you make this out."

Mr. Brynmor Jones.

That is all a mistake. What Mr. Palmer said was that the amount was assessed at the fourteenth part of the estimated value, but that was all the Crown had a right to claim.

Lord Kenyon.

56,803. But I will finish the question. He asks: "How do you make this out, and do you know that Sir Watkin purchased on the valuation of the Woods and Forests?" Clearly he did?—Yes, I stated that.

56,804. "Do you also know that, although the acreage was large, it was all barren moorland"?—Yes, that has all been stated in evidence.

56,805. Exactly. "Do you know that on these wastes being conveyed to the late Sir Watkin there were no squatters' cottages at all?"—No, I do not know of my own knowledge, as I have said. I have been told there were some, but I do not know of my own knowledge.

56,806. That would probably run up to the waste?—Yes.

Re-examined
56,824 and
76,506.

Lord Kenyon—continued.

that there is a small piece there which appears to be taken in.

56,809. That would account for the discrepancy in the area?—That would account for the discrepancy.

Mr. Brynmor Jones—continued.

56,814. Have rents been paid for the quarry or by parishioners for taking the stone—which do you mean?—Rents have been charged for the permission to quarry the stones.

56,815. To whom have the rents been paid?—The lessor from the neighbourhood. A man of the name of Evan Roberts held a lease from 1875 down to about 1883 or 1884, and he has quarried a considerable amount of stone, and I believe sold it away from the township, paying a dead rent of 5*l.* a year.

56,816. Have not the overseers exacted this fine of 20*s.* per ton weight for every ton taken?—No, I do not think they have ever taken the fine.

56,817. Is one of your overseers here?—No, I am afraid not.

See
56,770-1.

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Rev. T. H. EVANS.

[Continued.]

Lord Kenyon.

56,818. Here is No. 89a, and I see that is marked as township quarry. Is that what you are referring to?—Yes.

56,819. That is quarried now, is it?—Yes.

56,820. What is the area of that—is it 12 acres?—No.

56,821. Nothing like that?—No. There are four or five in different parts of the township. Four are distinctly traced now, and it is the generally prevailing opinion in the neighbourhood among the old people that there were five, but four are shown now as belonging formerly to the township.

56,822. Do they amount to 12 acres?—No. I should think three or four altogether. A portion of the 12 acres was sold to defray the expenses of the Commissioners who came there to allot the 480 acres.

Mr. Brynmor Jones.

56,823. That is another part. In the Act of Parliament that was shown to us there was ample provision for the expenses of the Com-

Mr. Brynmor Jones—continued.

missioners over and above the allotment for the materials?—I have an epitome of the Act here. It says, “Be it further enacted that the award to be made by the said Commissioners when enroled in manner directed by the said recited Act shall be deposited in a tin box, and shall be kept in the Parish Church of Wrexham aforesaid.” But the award is not to be found there at present. The clause that refers to that is this, “The said Commissioner was requested to set out and allot such parts not exceeding 12 acres in places judged most convenient to be used by the respective proprietors entitled to any allotment for the purpose of getting stone, sand, &c., for the improvement of their property, and for the repair of highways, private roads, and paths. Also to set out springs and pools, and other watering places for cattle, and for the use of all owners and occupiers in the township. A portion of the waste land to be sold by public auction towards defraying the expenses of this Act and its execution.”

The witness withdrew.

Adjourned for a short time.

Mr. ALFRED NEOBARD PALMER recalled and further examined.

Lord Kenyon.

56,824. You wish to add something, I understand, to the evidence which you have already given?—There is one thing I omitted in my evidence. I thought it might be interesting to refer to a portion of the evidence given before the Commissioners on May the 10th, 1894, by Mr. Stephen W. Williams.

56,825. I had better read Mr. Williams' evidence first. Then we shall understand what you have to say. Question 52,448 is the one, I think; it reads: (Q.) “You have touched on Strata Florida, and I know you know the whole history. Do you know anything interesting with regard to land tenure, or anything else in Strata Florida?—(A.) I am afraid I am going to contradict a very able man, and that is the right hon. member for the county of Merioneth. I think in his evidence before your Commission he makes out that there is such a thing in Wales as public land, that is to say, land that is no man's land. So far as my investigations go, and I can go back to the 12th century, I find that Rees Ap Gruffydd, who was then Prince of South Wales, gave all the land, and all the territory which he gave to the Abbey of Strata Florida, in fee. He not only gave it in fee, but he gave it with every possible right and privilege that could be attached to an estate in fee. He gave the moor, the woods and the fishery, and the river, the lakes, and everything else to the monks in fee. These are the words of the gift over: ‘Moreover, whatsoever is contained within the afore-described bounds all round, in plain and in wood, in waters and in meadows, and in pastures, in cultivated and uncultivated ground, I, Rhys, and afore-named sons, and

Lord Kenyon—continued.

“my whole posterity, do give in fee, by perpetual right, to the monks of Strat Flur and their successors.’ From those monks it descended to the crown in the reign of Henry VIII. The Crown held it up to the time of Elizabeth, when Elizabeth sold it to the freeholder. The Crown gave the same title that Rees Ap Gruffydd had given in the first instance. I fail to see over that enormous tract which extended all the way from here to the sea on the one side, from a long way up in Montgomeryshire in the north to Carmarthenshire in the south, a single trace of anything like public or common land, or land which was no man's land.” That is what you refer to?—Yes. Also there is something else referring to those sentences which you have read. I cannot but think that that gentleman misunderstands the force of the charter of Rhys ap Gruffydd to the Monks of Strata Florida. Of course, as he says, there was no land which could be called “no man's land.” But there were commons over which not merely the lord, but the inhabitants of the districts had their several rights. Surely Mr. Williams does not mean to imply that Rhys ap Gruffydd gave to the monks in absolute and unrestricted possession the estates held by the *uchelwyr* or freemen within the district specified, or even those held by the *taeogion*, or servile tenants. The *tir y bwrdd*, boardland, or demesne, was doubtless conferred in absolute possession, but this could have formed but a small proportion of the land passed by the charter. With this exception, all that could be given were the various dues and customs of old rendered by the various holders of land, in other words the lord's rights over them. But the estates of those holders of land were not con-

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Mr. A. N. PALMER.

[Continued.]

Lord Kenyon—continued.

fiscated. Free and unfree held as before, but paid their several dues to the monks instead of to Rhys ap Gruffydd. I may say there is an example close to Wrexham in which the township of Stansty was given by the lord to the monks of Valle Crucis, and the same thing happened there. The dues are mentioned. The dues which were formerly paid to the lord were afterwards paid to the monks. That is just the same case.

56,826. It only conveys certain rights, not the whole thing?—Quite so. Mr. Williams appears to disbelieve in the existence of freemen in the country now called Radnorshire. But if there were no freemen or free families in that country, and if these did not there, as elsewhere in Wales, develop into freeholders, we have to deal with a phenomenon quite unique. Commons must have been appurtenant to the holdings, and absolutely necessary to the holders of land if they were to maintain the flocks in which their wealth chiefly consisted. Mr. Williams' evidence, so far as this point goes, is wholly misleading, and shows that he lacks understanding of the conditions of Welsh mediæval life, or of the sense in which a mediæval charter should be taken.

Professor Rhys.

56,827. Does that invalidate his objection to Mr. Ellis' statement?—Not entirely.

Mr. Seebohm.

56,828. You would say it was simply the same thing as the transfer of an English manor?—Yes.

56,829. The ownership passed from one to the other without any interference with the subordinate rights?—Yes.

56,830. I think that is perfectly right?—Yes, Mr. Stephen Williams implies that the whole land was confiscated; that is the grammatical construction of what he says.

The witness withdrew.

Mr. OWEN SLANEY WYNNE called and examined.

Lord Kenyon.

56,834. You wish to make some statement with reference to the evidence of the last witness?—Yes, with reference to the purchase by the late Sir Watkin of the Crown rights in this neighbourhood and elsewhere. Mr. Palmer has just mentioned that they were bought at a very low figure. Although the price seems low they were purchased by the late Sir Watkin at the Crown's own valuation. It is 40 years ago now nearly since they were purchased. Of course a great many of those lands were not what they are now; they were nothing but barren moor lands with a few grouse on them. A further thing I ought to mention is this. There had been between the late Sir Watkin and the Crown for many years disputes as to some of the tracts of land, especially in this particular district. There were disputes in the parish as to the manor of Prysor of Trawsfynydd. There were disputes on the hills here as well, and I think that the Crown were rather influenced in

Professor Rhys.

56,831. Mr. Ellis had put it a little too extreme in the other direction?—Undoubtedly. He said there were some lands called "no man's land." I do not agree with that. There is one other thing I should like to say. This morning I quoted a great many extracts from various surveys which have been copied at the Record Office and elsewhere; in fact, most of my information has been obtained from documents of that sort. I take this opportunity of strongly recommending that all the surveys of the Crown manors and lordships existing in the Record Office and elsewhere should be published at the expense of the Commissioners of Woods and Forests. I think it would pay them to do so after the example we had this morning, when I showed from one of those surveys that the Crown was entitled in its lordship to one-third of waste land enclosed.

Mr. Brynmor Jones.

56,832. They appear to have lost 12,000% in the Watkin-Wynn transaction in 1857, owing to not knowing their rights?—Yes. Besides, as I have examined many of these surveys, I can say they are full of materials for history. Only they should be copied by persons who have at least so much knowledge of Welsh as to be able to read and understand it, for those copies that I have seen are deformed by the most extraordinary mis-spellings, so that many of the places named are quite unrecognizable.

56,833. This is the passage in Mr. Ellis' evidence. It is page 802. "In the ancient laws of Wales, the common pastures and hill grazings were jealously guarded by the courts of the Cantrev and Cwmwd, because, so runs the law, 'every wild and waste belongs to the country and kindred (gwlad a chenedl), and 'no one has a right to exclusive possession of 'much or little land of that kind.'"

Re-examined
76,506.

Lord Kenyon—continued.

their valuation on that account. There are no squatters at all on the wastes now. There may have been one or two in those days, but I do not know of a single squatter's cottage on them now. The heather is regularly cut on the hills by the commoners who have rights to cut it, and they are grazed by the sheep, and it is only by preservation since the day they were bought that the grouse have so increased. The Crown under all of them reserved their rights to the minerals. Although the price may seem to have been very low, when you take all these matters into consideration, particularly these disputes which had existed for a long time as to the boundaries, and even as to the ownership of some of them, there is not much in it.

Mr. Seebohm.

56,835. Whose sheep have the right of pasturage?—The farms adjoining the mountain.

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Mr. O. S. WYNNE.

[Continued.]

Mr. Seeborn—continued.

56,836. Which were not included in the purchases?—No, they were not at all.

56,837. Which probably belonged to Sir Watkin-Wynn?—In these Ruabon Hills they did not belong to Sir Watkin-Wynn, but in

The witness withdrew.

Mr. Seeborn—continued.

Merionethshire a good many did belong to him.

56,838. He bought moorland which was subject to common of pasture?—Yes, and subject to the rights of heather cutting and so on.

Mr. BERNARD LEWIS called and examined.

Lord Kenyon.

56,839. Are you a member of the Wrexham Town Council and a solicitor residing at Beechley, Wrexham?—I am.

56,840. You wish to put in a document?—

Yes. I produce the certificate of the Inclosure Commission dated 1808 for all the commons in Minera. *(The witness handed in the following document).* "I Josiah Boydell, the sole Commissioner appointed by an Act entitled 'An Act for inclosing Lands in the Township of Minera in the Parish of Wrexham in the County of Denbigh' Do hereby certify and make known to all to whom it may concern that in pursuance of the Powers in me vested I have examined witnesses upon Oath and made all necessary inquiries respecting the Boundaries of the said Township of Minera and of the several Parishes Manors Hamlets or Districts adjoining thereto and finding such Boundaries to be as after stated I do ascertain determine and fix the same accordingly, viz., That the boundary of the Common called Coed Poeth Common between the Townships of Bersham and Brymbo. Beginning at a certain Stone marked W. R. in the corner of the Smelting House wall thence proceeding north in a line to a certain Boundary Stone dividing the Townships of Bersham and Minera near the Turnpike leading from Wrexham to Ruthin then across the said Road to another Boundary Stone dividing the said Townships and from thence in a northerly direction along a very small watercourse to the point of a Dingle bounded on the East by waste Lands in the Township of Bersham and from the said Dingle through the Inclosure down to the Brook called Wern y Gaseg following the same Brook in a north westerly direction leaving Wern y Gaseg House in the Township of Brymbo to Craig y Corn where it unites with the Common called Bwlch Gwynn hereinafter described. The Boundary of the Common called Bwlch Gwynn in the Township of Minera between the parishes of Llanarmon and Llandegla and the Township of Brymbo in the parish of Wrexham. Beginning at the Inclosure at the bottom of the Common at a certain place called Craig y Corn and proceeding along a small Rivulet in a westerly direction to the east corner of Craig y Corn Inclosure belonging to Mr. Eaton bounded on the north by Waste Land in the Township of Brymbo and Parish of Wrexham, thence proceeding along the hedge of the said Inclosure belonging to Mr. Eaton in a north-westerly direction to the North West Corner or top corner of Craig y Corn there joining an Old Road thence South

Lord Kenyon—continued.

"Westerly along the said Old Road to a certain Hollow place at the end of it and from thence in a line over two other Stones to the east end of the Inclosures of Thomas Betton bounded on the north by Waste Lands in the Township of Brymbo and parish of Wrexham thence proceeding through the Inclosures of said Thomas Betton to his House called Cefn y Mawr and to a Stone lately fixed on the Waste near a Lime Kiln and from this last mentioned Stone to another near the Brook called Aber Groes Newydd bounded on the North by Waste Lands and Old Inclosure in the Township of Brymbo in said Parish of Wrexham thence proceeding southerly up the said Brook called Aber Groes Newydd to the side of a Field called Frydd y Mynydd belonging to Lady Mary Jane Dacre in the holding of Richard Oldfield bounded on the West by Waste Lands and Old Inclosure in the Parishes of Llanarmon and Llandegla. The Boundary of the Common called Mynydd y Craig fawr or Mynydd Ucha in the Township of Minera between the Township of Esclusham above both in the Parish of Wrexham. Beginning at a small Rivulet near to a House called Cae hova held by John Davies belonging to Mr. Jones Tanner, Wrexham thence proceeds southerly along the said Rivulet to the North end of John Griffiths' Cottage thence along the South East side of the said Cottage to the South end of the said Cottage leaving the said Cottage and Inclosure in the said Township of Minera bounded on the East side by ancient Inclosures of Mr. Griffiths from thence along the said Rivulet in a South Westerly direction to a certain well from thence over several Stones to a Green Path leaving the Cottage and Inclosure belonging to John Alcock within the Township of Minera thence proceeding along the said Green Path or an Old Road to a certain Old Wall now in Ruins bounded on the South side from the said Well to the Old Wall by Waste Lands in the Township of Esclusham above then proceeding along the said Old Wall in a northerly direction to the top of a Rock called Pen y Fosley and from thence down to an Abutment near the Old Store House held by Margaret Clarke widow bounded on the West by Waste Lands within the said Township of Esclusham above. Given under my hand this 10th day of September 1808 Josiah Boydell."

56,841. Is there any other document you wish to put in?—There is only the Act itself.

56,842. It is the Act of George III. 1808?—Yes.

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Mr. BERNARD LEWIS.

[Continued.]

Mr. Brynmor Jones.

56,843. It is a public Act?—Yes. The important part is that it shows the persons to whom the inclosures were allotted.

56,844. Does that document show anything about the quarry?—No. There is only one person who can really give any good evidence upon that, and that is Mr. Venables Kyrke, and I understand he is going to give evidence

The witness withdrew.

Mr. EDWARD KENDRICK called and examined.

Lord Kenyon.

56,846. Do you live on the Craig y Corn Estate, Bwlchgwyn, near Wrexham?—Yes.

56,847. Are you a freeholder?—Yes.

56,848. Will you proceed with your statement?—“The Craig y Corn Estate is a freehold estate, and has been in the possession of one of our family for many generations. During the last 100 years no less than three Chancery suits took place in respect of it, the costs involved in which swallowed up the worth of it many times over. The first was in 1797, the second in 1838, and the third lasted from 1878 till 1890. In 1877 the mortgagee (Mr. William Pierce, Wrexham) and the executor (Mr. George Gibbons, executor of my father) seized and sold the whole of the personal and real property. The District Court of Probate did not give the estate to the executor to control. It seems that the High Court took it on their hands. Part of the proceeds of the personal estate was kept in the hands of the executor, out of which he remunerated himself, and part of the proceeds of the real estate was in the hands of the mortgagee's solicitor, and he did not forget himself for handling it. His bill of costs amounted to 160*l.* 19*s.* 3*d.*, and he allowed interest on part of it at 2½ per cent. for 13 years. My own solicitor refused or was not willing to help me to find the sum of 600*l.* to complete a purchase of 1,000*l.*, but he had a cousin, a solicitor of this town, and he desired me to go and see him. I did so, and he managed to get it for himself, and I had to pay to these two cousins for the deeds and finding 600*l.* mortgage the sum of 52*l.* odd. He not only did not act for my benefit, but the reverse; he was acting for another client directly against me. He managed to obtain an Order from the King's Bench to attach a debt and also to get no more than 10 per cent. for looking after mother's estate and my interest under the will. I paid this debt long ago.”

56,849. We cannot go into a private quarrel between you and your solicitor?—It is only a portion of my statement. Perhaps you have not read it.

56,850. We cannot really go into a quarrel with you and your solicitor. That has nothing to do with our inquiry?—I will skip over that part of it. “In 1842 a certain indenture was prepared and executed, and the estate was mortgaged from time to time up to 800*l.*

Mr. Brynmor Jones—continued.

before the Commission at Mold. I believe there are some other persons who wish to speak about it here.

56,845. How is it that these documents are in your possession?—Because I happen to be agent for one of the land owners in that district, Mr. Jones, of Plasgwyn, whose ancestors were allottees under this Award.

Lord Kenyon—continued.

Close to the old stent a certain strait of common was included in the said indenture. In 1848 the late Mr. Henry Davies, our neighbour, purchased this piece of common land from the Woods and Forests. The two parties claiming were there in opposition, in bad feeling and bitterness, and several quarrels and rows resulted. One party fenced and the other pulled down again. The very solicitor who prepared the indenture in 1842 backed our father in these troubles that sold it in 1877. We encroached on the common and cultivated it and made it worth about 800*l.* The deeds of the Woods and Forests after the death of the late Mr. Henry Davies were somehow in the possession of Mr. Roper, solicitor, of Mold, and were mortgaged to Mr. William Connor, of Manchester. The three named parties never had possession of this land. All the common land at this time was held by the freeholders; the poor were not allowed to make use of it. In 1861 all the common was sold in Brymbo parish to those parties who fenced their lots of their own choice. My father had three lots fenced, which he bought and had the deeds from the Woods and Forests. In 1890 Mr. William Osbert Edwards, solicitor, of Ruthin, wrote letters to several of our neighbours and also to me; at least, he came over and went from house to house hawking two of the lots not paid for in 1877. In this strange way of doing business he got hold of one very illiterate man of the name of Jonathan Roberts, and induced him to buy the lot 9 on the map, and got the money, 102*l.* In 1877 it was sold for 147*l.* From 1877 no person took care of this lot. At this time the house was not fit to live in, and I sent materials, bricks, tiles, and slates, to the value of 7*l.*, to put the house in a habitable state; but it was sold separately and privately unknown to me. After I heard that it was sold I sent a man with a horse and cart to fetch back the materials, but the man had to return without the materials, as Jonathan Roberts told him he had made use of them himself. These materials were my own personal property. Mr. William Osbert Edwards, an undischarged bankrupt, was a solicitor and Clerk of the Peace at Corwen, sued me and my brother at the Wrexham County Court, and got judgment for 30*l.* and an injunction against

See 56,858.

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Mr. E. KENDRICK.

[Continued.]

Lord Kenyon—continued.

interfering with this lot. At one time I gave him 6*l.* to remit to my sister, who was in poverty; he refused to give me her address; he kept the 6*l.* and converted it to his own use. Lot No. 6 on the map I purchased from him, and paid 20*l.* deposit. I refused to pay more, as no person was appointed to execute a deed to me, only to take my money away, and I considered it not fair to give him any more 'blood money' to polish this perfect model of modern 'Aceldama.' The surface only was sold by the Woods and Forests. All mines, minerals, and quarries were reserved to the Crown. About a year ago I applied for a licence to quarry road stones, which could be found under the surface, offering to pay royalty. Mr. Sowray refused to grant me one. Formerly no royalty was paid for road stones. Now no person is allowed to have the benefit of these stones, though any amount of them may be had. Years ago I sold about 40 loads to Mr. Strychan, the road surveyor, at 2*s.* 9*d.* per ton. R. V. Kyrke, Esq., sent a man and paid me 2*s.* per ton, while he himself was getting from the ratepayers 6*s.* 6*d.* per ton. Nearly two years ago a new company commenced breaking stones on this estate. R. V. Kyrke, Esq., the Duke of Westminster's undertaker, contracted for all their hand-broken stones. He took a small quantity away, broke his contract, and directly blocked them while they were able to sell them to another dealer. In the Vestry minute book in the township of Minera in 1808 a freestone quarry is allowed to the poor of the township to build cottages for themselves—it is an allotment. Twenty years ago the Duke of Westminster, or Mr. Dennis, of Hafod-y-Bwlch, took possession of this quarry and rented it to the late Mr. Josiah Roberts, and got about 80*l.* from him. Now every quarry and every stone is or is about to be monopolised. Thirty years ago a lease was granted by the Duke of Westminster to a certain Limited Lead Mining Company. This company pulled the fences down, destroyed the surface of the land, committed great trespasses, and did a vast amount of damages in a reckless way without making or offering any terms or paying any compensation whatever to the owners of the surface. With many others we were victims, and suffered the above grievous damages. This company secured themselves against loss by getting the assistance of the Duke's solicitors. We had no remedy. The history of this estate is already long, painful, and lamentable, and should I go thoroughly into the whole of its details without blackwashing or whitewashing any party, but stating the plain facts, it would fill a big volume. It has

The witness withdrew.

Mr. EDWARD WOOLRICK called and examined.

Lord Kenyon.

56,863. Are you a tenant farmer residing at Pinfold Farm, Rossett?—Yes.

56,864. Who is your landlord?—Colonel Hugh R. Hughes.

A 86439.

Lord Kenyon—continued.

been before two Lord Chancellors, and an army of judges, barristers, and lawyers have had their fingers in it. If a collection were made of all summonses, writs, documents, letters, and writings of all descriptions and characters in respect of this estate there would be about a cart load."

Professor Rhys.

56,851. The moral is, do not have anything to do with lawyers, is it not?—Probably.

56,852. You say you did encroach upon the common?—Yes.

Mr. Seebohm.

56,853. I certainly do not understand your statement sufficiently to ask any questions upon it?—A part was encroached, but there were three plots paid for to the Woods and Forests.

Lord Kenyon.

56,854. Why did you send that load of material to another man's house?—Because it was part of the estate and belonged to my parents, and the executor appointed under the will and he refused to act.

56,855. Had not the Court of Chancery decided against you?—The whole estate was sold and the whole money and all the deeds—even the Woods and Forests deeds by which it was granted to my father—the Court of Chancery taken away. The Court of Chancery took away everything.

56,856. Exactly, because it was decided against you?—Yes.

56,857. This is a question by Mr. J. Owen Hughes. "You say either you or your father "made the alleged common, worth 800*l.* Would "you state what capital you or your father "expended?"—It is very hard to say distinctly how much capital, but we spent a deal of labour and time, and I consider time and labour worth capital.

Professor Rhys.

56,858. What do you mean by the word "stent"?—It is the name of landed property different to the common land.

56,859. All land which is not common land you call stent?—Yes.

56,860. In Welsh or English?—Well, it is mongrel, but it is very often used.

56,861. It is very often used here for any land which is not common land, I suppose?—Yes.

56,862. It means "estate"?—Really I do not know. It means cultivated land different to the common land—mountain land.

Lord Kenyon—continued.

56,865. He is the agent to Sir Watkin Wynn?—Yes.

56,866. What is the size of your holding?—120 acres.

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Mr. E. WOOLRICK.

[Continued.]

Lord Kenyon—continued.

56,867. What is the rent?—The rent at present is 210*l.*, without tithes of course.

56,868. You wish to give evidence with regard to your own farm?—Yes, I wish to give evidence respecting my own farm. I do not think there is any unenclosed land in the district which could be cultivated with profit. There are no sheep walks in the district. I think things are managed best on large estates and on estates on which the landlord resides, if he is a practical man and understands farming. Politics, religion, and language do not make any difference between the landlord and myself. The usual time for entering on a farm is the 2nd of February. That of course applies to the land; and the house and buildings would be the 1st of May. Agreements are more common than leases. I do not know of any cases where leases have been refused to tenants who asked for them. In fact I never knew tenants to ask for leases.

56,869. As to yourself, would you rather have one or not?—I would rather not. Under good landlords I think tenants are as safe under agreements as leases. I do not object to any part of my agreement. Good tenants are allowed to do pretty well as they like. I have got a copy of my agreement.

56,870. Have you got it?—Yes.

56,871. Can you let us see it?—Yes. (*Handed.*) I read my agreement over and understood it before I signed it. I think a farmer would be very silly to take a farm before he understood the agreement. The rent is fixed at a lump sum. The rent of small holders is generally larger than that of large farmers. In my case there are no services other than payment of rent. I do not think my landlord would let to the highest bidder, or any of the old landlords; but I know that people who make money in business and buy land expect it to pay as large a rate of interest as the business they made their money in, and therefore they invariably want nearly double what the land is worth. My rent was reduced 47*l.* a year in 1881, and three-quarters of a year's rent was allowed me at the same time. I think that within the last 25 years local rates are about the same. So far we have escaped a board school, which no doubt would have increased the rates considerably. There has not been any consolidation worth mentioning. As to difference between large and small farmers, there are good and bad in both classes. I think that large farmers, as a rule, are the best to provide for their families. I think that large farmers can stand out longest against depressed prices. As to sub-letting, I think there are a few farmers who let a few acres, but I do not think they make any profit by doing so. In most cases rent is not paid on the day that it is due; I might say in nearly all cases. I never knew farmers to borrow money to pay their rents. Labourers are not scarce, except at harvest-time. I may say in the winter time, the last few winters, the labourers have been offering their services at almost any price. I consider the

Lord Kenyon—continued.

land is well farmed in my neighbourhood. There is no waste land in my neighbourhood capable of being reclaimed profitably. Arable land has been laid down in pasture because of the low price of corn. Root crops have increased, because more cattle are kept, and more potatoes are grown for sale. Fallowing has fallen into disuse because of the low price of wheat. The land that used to be made in fallows is now put down to pasture. Landlords have generally found the drain-pipes, and the tenants have done the labour; but owing to the bad times I think it would be difficult to get the tenants to do that now. Landlords also erect buildings for stock, and keep dwelling houses in repair, repair river embankments, and keep gates and posts in order, and in some cases put in new fences. Tenants lay down the land to permanent pasture, and carry out improvements which are usually made by tenants, but which are too numerous to mention.

Mr. Seebohm.

56,872. Do you mean improvements are generally made by the tenants and not by the landlord?—Well, improvements in the cleaning and tillage of land. In addition to the above the tenants do the cartage. No compensation for tenants' improvements, except under the Agricultural Holdings Act. I am aware of the Agricultural Holdings Act. I do not think that agreements contain clauses contracting out of the custom of the country. My agreement explains the custom of the country as to growing crops, tillage cultivation, manure, and produce left by an outgoing tenant.

Lord Kenyon.

56,873. You might state what the custom is with regard to wheat?—If it is a fallow the outgoing tenant claims two-thirds of the crop. With wheat after a green crop, or any other crop, he takes half the crop.

56,874. Then with regard to the unconsumed manure?—All left on the farm. I do not think there is any trouble worth mentioning concerning the game. There are a few freeholders in the district, and very often they are worse off than tenant farmers. I know of farmers without sons who have managed to pay their way. I know of farmers who have set their sons up in business. With regard to a land court, I should think we should be better without it. We should not get from our landlords more than they were forced to do for us. I believe that one-sided free trade has been the cause of the present low prices.

56,875. As to labourers, the wages remain about the same?—Much about the same, but they do not do as much work as they did 20 years ago.

Mr. Seebohm.

56,876. What is the amount of the wages?—From 15*s.* up to 18*s.*

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Mr. E. WOOLRICK.

[Continued.]

Lord Kenyon.

56,877. As much as that?—For the best class of men. There are many men in our district live in the house, and get from 5s. up to 8s. and 9s. a week.

56,878. In the harvest time they do a lot of piece-work?—Yes.

56,879. Getting the potatoes and that sort of thing?—Yes.

56,880. What is the price paid?—6d. to 6½d. per rod; that is, 64 square yards.

56,881. How much do the men earn?—Some get through eight rods, and another man will not get through five. There is a great deal of difference. Some men would not make 2s. 6d. a day.

56,882. You get lots of Irishmen come to do that?—There are a few, but I seldom employ them myself.

56,883. I see there is a clause in your agreement that you are to put manure in the place of hay and straw, and so on, that you may sell?—Yes.

56,884. I suppose you exercise that clause when you want to?—Yes.

56,885. It seems a very reasonable one. Do you make use of much artificial manure?—Yes.

56,886. What have you used?—Basic slag is what I used last year.

56,887. Did you find that answer last year?—Yes; I think the result surprised me.

56,888. You have not tried it more than one year?—Not more than one year.

56,889. You did not say how much of your farm was arable and how much grass?—I have put down most of it to grass the last two years.

56,890. You make cheese then, probably?—I sell milk.

The witness withdrew.

Mr. THOMAS MORRIS called and examined.

Lord Kenyon.

56,903. Are you a tenant farmer?—Yes.

56,904. I see you live at Higher Farm, Erbistock?—Yes.

56,905. You are a tenant of Sir Watkin Wynn's?—Yes.

56,906. What is the size of your holding?—144 acres.

56,907. Have you any objection to state the rent?—No.

56,908. What is the rent?—145l.

56,909. You wish to give evidence with regard to your own farm?—Yes. I am quite satisfied with the farm. My father lived under Sir Watkin 46 years, and I have been there 15 years.

56,910. Your father was in the same farm?—Yes.

56,911. Where is that?—Near Erbistock.

56,912. Have you any statement you wish to make?—No.

56,913. Are you satisfied with the rent?—Yes.

Mr. Seebohm.

56,891. Where is your district?—Rossett, a little north of Wrexham.

56,892. You mentioned peasant holders?—Yes.

56,893. Do you think that in the assessment of the rates they are fairly dealt with? We have had it mentioned two or three times that they are assessed as a rule more highly than the tenant farmers. Have you any experience on that point?—I do not exactly understand it.

56,894. Are you a member of the board of guardians?—Yes.

56,895. Are you on the assessment committee?—No, I am not on the assessment committee.

56,896. Do you know how the assessment committee arrive at the value on which they are rated?—I have a remote idea.

56,897. How would you state it?—The rent would be something to go by to begin with.

56,898. Then suppose a peasant proprietor has no rent?—Then it would be open to put whatever they thought proper, I suppose—to judge by what they knew of the place.

56,899. You think in your district they are fairly assessed?—Yes, I think so.

Lord Kenyon.

56,900. Mr. Owen Wynne asks you this question:—"Then you say you think protection " in some form would benefit the farmers?"—Either have protection or remove the rates off the land. Let us have free trade as well as foreigners.

56,901. You said the rates in your district were much the same for the last 20 years?—Yes.

56,902. What are they now?—I think they are 2s. 8d. in the pound for the whole year.

Lord Kenyon—continued.

56,914. Is it the same rent that your father paid?—Yes. I have changed farms; it is, not exactly the same place.

56,915. I suppose you came to that by private agreement with Sir Watkin's agent?—Yes.

56,916. What do you think about leases? Would you like to have a lease?—No, I am quite satisfied with an agreement.

56,917. Have you any objection to let us see it?—No. (Handed.)

56,918. Are there any clauses in this agreement that you think at all harsh?—No.

56,919. Does it bind you not to sell off your hay, or anything of that sort?—They are not very particular if you bring something back again in the place of it.

56,920. I suppose you would agree that a landlord ought to have some sort of clause to protect him against a bad tenant?—Yes, some of them would run away with everything if it were not so.

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Mr. T. MORRIS.

[Continued.]

Lord Kenyon—continued.

56,921. Have you any trouble with game?—No.

56,922. Does your farm run up to the covers?—It is just on the outside, where they do not preserve—the woods are cut down.

56,923. I see there is a scale of compensation given. Do you think that is a fair scale?—Yes.

56,924. You know this agreement well, do you not?—Yes.

56,925. Have you had any buildings put up for you?—Not since I went to the Higher Farm.

56,926. You have not done any haulage?—Yes, I did a great deal at the other place. I did all the haulage for that.

56,927. You did all the haulage for it?—Well, the greater portion. Some of Sir Watkin's teams did some too.

56,928. Do you think you ought to have compensation for that?—Well, I ought to have a little, I think; Mr. Wynne knows I did a good deal at the place.

56,929. Did you ask for any compensation?—No.

56,930. Then you could not expect to get it if you did not ask for it?—No, I thought perhaps Sir Watkin might pension me off at the last, when I could not work any longer.

56,931. How about the children? Do they work on the farms much in this neighbourhood?—Yes. My children are not very old yet.

56,932. How are your neighbours off for labour?—Well, it is better than it was three years ago. It was very bad three years ago. Some of the best young men went to the brick-yards, where there were more wages given.

56,933. What do you think about a land court?—We can do without one, I think.

56,934. Have the rates increased at Erbistock?—Yes, they have gone from about 7*d.* to 1*s.*

56,935. You are in Denbighshire?—Yes.

56,936. You pay rates for Denbighshire?—Yes. We have no school board. We do all the bye-roads in turn ourselves.

56,937. I suppose you will have a parish council at Erbistock?—Well, I do not know, indeed—we should not be any better off for it.

56,938. Well, I do not know. It depends upon yourselves?—I do not think we should be.

Professor Rhys

56,939. You have no school board?—No.

56,940. Have you a school?—Yes.

56,941. How do you support it?—It comes from Government, I suppose. I do not know how it is managed.

56,942. Have you no subscriptions to pay?—We give a little. Some comes from Wynnstay, and, of course, I give 1*l.* sometimes.

56,943. What have you mostly to assist you? I think you said your children were young. Do

Professor Rhys—continued.

you have servants or labourers?—Labourers, and we keep two in the house.

56,944. Where do they sleep, for instance?—In the house; we have a good house.

56,945. Is that the custom all about there? Do the servants generally live in the house?—Yes.

56,946. Not in the outhouses?—No, not outside.

56,947. Have you any labourers' cottages about?—There are very few about now.

56,948. But enough for the district?—Well at Mr. Manley's there are a few.

56,949. There is no lack of houses for the labourers required on the farm, I suppose. Are you short of houses?—No, not that I am aware of, but being so close to the brickyard they will not sometimes work for the farmer in the winter time.

56,950. Do you employ Irish labourers in the harvest time much?—No, I would not have an Irishman.

56,951. Why not?—They are too witty for me. I would not like to have them in the house.

56,952. The wittiness would help you to bear up against the disastrous state of the weather sometimes, would it not—it is supposed to do so in Ireland?—I would not have one.

Mr. Seebohm.

56,953. Have you many instances of labourers becoming tenant farmers—earning good wages, as they do?—One, and that was Mr. Clark, of the Field Farm, next the wood there. He started as a labourer.

Lord Kenyon.

56,954. He has worked his way up?—Yes, but, of course, he has been keeping a public-house between times.

Mr. Seebohm.

56,955. You are quite satisfied with your landlord?—Yes, quite satisfied.

56,956. There may be bad landlords?—Yes, but he is a very good landlord.

56,957. It is a general custom that the haulage is done by the tenant?—Yes.

56,958. Supposing a new building is to be put up the tenant would do the haulage?—Yes, it says so in the agreement.

56,959. On this estate, if you die a couple of years after you have done a large amount of haulage, they would make some compensation?—Yes, they might indeed.

56,960. It would be left entirely to the agent?—Yes.

56,961. Do you think a tenant ought to be protected on that point?—If they did a great deal, as I did where I left, I think they ought, but for a fortnight's haulage or anything like that, they would not expect it.

56,962. Where a material amount of haulage has been done, do you think that the Agricul-

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Mr. T. MORRIS.

[Continued.]

Mr. Seeborn—continued.

tural Holdings Act ought to have a clause giving compensation in case there has not been sufficiently long user?—If it was as much as I did. There ought to have been some little allowance, I think, taking into consideration the way in which I improved the farm as well.

56,963. You would recommend that there should be a clause in the Agricultural Holdings Act protecting the tenant?—Yes, a little ought to be allowed; it would be some encouragement to improve places.

Lord Kenyon.

56,964. Do the hounds ever cross you?—Very seldom. I would not care if they did come there now.

56,965. You would not mind if they did?—No, there are too many foxes about.

56,966. The damage the hounds do you is not great?—No, they do not do but very little damage—the foxes do worse than anything else now—killing the turkeys.

The witness withdrew.

Mr. JOHN GRIFFITHS called and examined.

Lord Kenyon.

56,973. You live at Moreton Below, Ruabon, and you are a tenant farmer?—Yes.

56,974. Are you a tenant of Sir Watkin?—Yes.

56,975. What is the size of your farm?—98 acres.

56,976. And what is the rent?—104*l.* 5*s.*

56,977. Is there much tithe to pay in your part?—Moderate.

56,978. Is that included in this or not?—No, we have paid it with the rent the last 12 months.

56,979. What does the tithe amount to?—About 7*l.*; that is in addition to the 104*l.*

56,980. You wish to give evidence with regard to your own farm, do you not?—Yes, I wish to give evidence about my own farm, which my family have held for 135 years. I do not think there is any unenclosed land in the district which could be cultivated with profit. There are no sheep walks. Politics, religion, or language make no difference between me and my landlord. The usual time for entering on a farm is February 2nd. Agreements are the most common. I know of no cases in which tenants have asked for leases and been refused. I think tenants are as safe under agreements as under leases.

56,981. Have you an agreement?—Yes, but I have not signed it, owing to my father's death two years ago.

56,982. You do not object to it?—I do not object to it; not in the least. Tenants can obtain a copy of their agreements. Agreements are explained to tenants. I do not think any tenant is likely to take a farm without understanding his agreement. Rent is fixed at a

Lord Kenyon—continued.

56,967. This is a question by Mr. Owen Wynne: "Are you not aware that Samuel Lewis, of Park Eyton, had 100*l.* compensation "for cartage when he left his farm?"—I am not aware of that.

Professor Rhys.

56,968. You alluded to foxes. Have you ever sent in a request for compensation in respect of foxes?—Not the last 25 years. We have sent in one last month.

Lord Kenyon.

56,969. You knew there was a fund?—I was told there was not a fund.

56,970. Why, it is 500*l.* or more?—We sent a request in last month.

56,971. When you found there was a fund you sent in a claim?—Well, we did not know it; but we have lost a lot lately, and we have sent a claim for it.

56,972. When did you send in your claim?—About a month ago.

Lord Kenyon—continued.

lump sum. There are no services other than the payment of rent rendered in respect of the farm. The holding is not let to the highest bidder. The rent has not been raised nor reduced since I was 10 years of age, to my knowledge. Abatements have been received from the rent: 10 per cent. from Lady Day 1885, to Lady Day 1889; 5 per cent. for year ending Lady Day 1890; and 15 per cent. for the two years ending last Lady Day.

56,983. What is the amount of wages with you?—15*s.* per week.

56,984. You are close to the brick works, too?—Yes. Rent is not paid on the day it is due; the time is postponed. Labourers are not scarce. There is no waste land in the district capable of profitable reclamation. In the last 50 years arable land has been laid down in pasture; it has not paid to grow other produce. Root crops have increased because more stock is fed. Fallowing has fallen into disuse because the price of grain is so low. Draining, buildings for stock, gates, and posts, and nails for fencing, by the landlord, all other improvements are made by the tenant. Compensation is obtainable in the case of improvements partly or wholly effected by the tenant. The agreements on the Wynnstay Estate correspond with the custom of the country. There is no real trouble about game preserving in my district. There are no freeholders in the district that I know of. I know of farmers who have set up their sons in business and on other farms. I do not think a land court is wanted. I believe prices are low at present because so much produce comes from abroad.

56,985. You are pretty handy to the collieries and the brick works?—Yes.

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Mr. J. GRIFFITHS.

[Continued.]

Lord Kenyon—continued.

56,986. Where do you lodge the labourers?—In the house; there are no cottages on the farm.

56,987. Do you find that they want to run off to the brick works?—They have not been so much of late; the last 12 months.

56,988. You can keep them pretty well?—Yes.

56,989. I suppose they can earn much more money at the brick works than you pay them?—Yes.

Professor Rhys.

56,990. I do not know what your politics or religion may be, but supposing you are of the same politics and religion as the landlord, you would not expect to have any practical proof of what might happen if there was a difference?—Well, I never have experienced it.

56,991. You have no experience on the point?—No, I am a beginner.

56,992. Your family have always gone on smoothly there?—Yes.

Lord Kenyon.

56,993. Are you a Churchman?—Yes.

Professor Rhys.

56,994. I did not want to ask you that, but the Chairman has done so. And most of your neighbours get on smoothly in the same way with their landlords?—Yes.

The witness withdrew.

Mr. SAMUEL THOMAS called and examined.

Lord Kenyon.

57,004. Where do you live?—I live at Nostyllen now.

57,005. That is close by here?—Yes.

57,006. You wish to give evidence with regard to Bwlch Gwyn Common?—Yes.

57,007. Where is Bwlch Gwyn Common. Is it in Flintshire?—Three miles from here.

57,008. That is where the stone comes from?—Yes.

57,009. Have you a statement?—Yes, but it is in Welsh.

(The witness read his statement in the Welsh language, which was interpreted.)

57,009A. Please proceed?—

An account of the common land of Bwlch Gwyn, in the township of Brymbo, from the time of the passing of the Enclosure Act until the completion of the enclosure of the common.

The common land was held and claimed as their own by landowners. They used to come up once or twice a year to take into the pitfold any cattle that were grazing on the common.

Professor Rhys.

57,010. I suppose it is the "pit fold," as we have heard it called here to-day. Is it the "pit

Professor Rhys—continued.

56,995. You say there is no trouble worth speaking of with regard to game. What is there?—There is nothing on the farm now.

56,996. There is no game on the farm?—No.

Mr. Seeborn.

56,997. Do you think the farmers in your neighbourhood are becoming more and more independent as years go on?—There are a few.

56,998. I mean in connexion with such subjects as have been mentioned?—No.

56,999. I mean this: are they less frightened than they were? We have been told that they are frightened, and that they dare not come and give evidence.—I have never heard of it.

Lord Kenyon.

57,000. Do you think the farmers in this part of the world would like it to be thought that they were frightened to come?—No, they would not.

57,001. From what I know of the bulk of them I do not think they would like to be thought frightened. Do you think in your neighbourhood they are afraid of their landlords?—No.

57,002. They are too independent, are they not?—It is the kind way in which they are treated.

57,003. And they are men with a certain amount of intelligence too—they are not what Dr. Pan Jones has just said in the other court, slaves. Do you think they are slaves?—No, I do not.

Professor Rhys—continued.

fall" or the "pit fold"?—"Correll" in Spanish. "Gwarchae" we call it in this part of the country. "Corlen" is the scriptural word, with which compare the Spanish word "correll." The landowners would take a cow, a horse, a sheep, or a donkey if they found it on the common into the pound, and a certain fine would have to be paid to the landowners, and 1s. to the pound keeper before the animal would be let free. In 1818 David Price enclosed three acres of land, and Mr. Kyrke, of Glascoed, with his labourers and the landowners, came and pulled down the fences that had been erected. About 1820 David Price built a one room cottage and put up again the fences that had been pulled down. About this time Mr. Kyrke called together a vestry at Brymbo on a Saturday night, and it was agreed that Mr. Kyrke and his labourers and the landowners should come up on the following morning to pull down the house and the fences. One of the farmers present felt sorry for this, and he came on horseback from the top of Brymbo to Bwlch Gwyn between 12 and 1 o'clock on Sunday night, to tell David Price that Mr. Kyrke, his labourers and the landowners, would be coming there to pull down

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MR. S. THOMAS.

[Continued.]

Professor Rhys—continued.

the house, and it would be better for him to be at home, and not to leave his wife and children in the house alone. The name of that good man was Thomas Shone, of the Top Farm, Brymbo. So it came to pass that David Price stayed at home, and his son was telling me last Saturday that David Price on Monday morning was sharpening an axe to prepare for the battle, and just as the axe was ready the army came up, infantry and cavalry, towards the house; the infantry halted the other side of the road opposite the house, while the mounted men stopped a little lower down, so that David Price and the army had the road between them. Then Mr. Kyrke came somewhat nearer to the middle of the road. He told David Price: "David, we have come here to pull down your house." Then David Price moved on towards Mr. Kyrke, and he said these words: "Before you will be allowed to pull down the house over the head of my wife and children you will have to kill me first. Pull down the house over the head of my wife and children while I am alive, Mr. Kyrke, that you shall never do." Mr. Kyrke saw that the battle would probably end in bloodshed. One of the mounted men tried to rush for the door, another turned the head of his horse back before the axe fell. When Mr. Kyrke saw that, he told the men "Come away, and let the simpleton remain in peace." So they started down the road so as to pull down the fences. Before they went far they had a kind of council, and Mr. Kyrke turned back towards David Price and said, "Open the door, and tell your wife and children that we will not pull down the house over their heads." The children were screaming from fear so as to be heard all over the country. Mr. Kyrke brought terms of peace to David Price. These were the terms: "First, you shall have your house and one plot of land on condition that you enclose no more; and the other condition that you pay 1s. a year of tithe." So Mr. Kyrke bore in mind the Church in the middle of the battle; possibly not so much out of respect for the Church, but owing to the fact that he was tithe collector at the time. David Price said: "I promise to pay the tithe, but about the promise that I shall not enclose any more I do not promise it. I have many small children that I want to bring up, and work is scarce and pay is small, and I want to bring them up. So the common was not enclosed until about 1818 or 1819, when a man of the name of David Foulkes enclosed a Ty un nos—a hut erected in one night. Mr. John Thompson, of Stansty, came up with his men and labourers and he razed David Foulkes' peat cottage even with the ground. Two other small plots were subsequently enclosed adjoining an old holding called Y Gors. About 1830 Mr. John Thompson, of Stansby, enclosed 300 acres, and he had peace from everybody, presumably because he was a gentleman. After that Mr. Edward Jones, of Brymbo, came up, and he enclosed a plot. The neighbours saw this, and each one went and enclosed a plot until the whole was enclosed.

Mr. Seeborn.

57,011. What date was this?—About 1830. I am not absolutely sure of the date, but it was thereabouts. All the common land in the township of Bwlch Gwyn, Brymbo, and part of the common of Minera were enclosed at this time. Mr. Kyrke came up with his men a third time, and he pulled down all the fences that were to the east of the road leading from Wrexham to Ruthin. They had commenced building my father's house, and that was pulled down in the same way as the fences. There was a good deal of very hard fighting over it, but the great ones had the better of it, and the poor ones lost the battle. That good gentleman went to his own place in a few years, and the poor people who possessed themselves of the portion of the common on the lower side of the Ruthin turnpike.

57,012. May we understand at this juncture who Mr. Kyrke and his men were?

Lord Kenyon.

You will see Mr. Kyrke at Mold; he is coming there; he is a landowner.

The Witness.—He is not the one that you see here to-day.

57,013. No, his son. Will you go on with your statement, our time is very limited now?—Yes, I will go on. In 1861 an opportunity was given to purchase an encroachment by the Commissioners of Woods and Forests. The poor people accepted the offer almost without exception. I do not believe that Mr. Thompson bought the 300 acres. I believe so because he used to try and persuade my father and others not to pay any rent to the office of Woods and Forests, but I am not sure whether he bought or not. Many of the people who had thus encroached and had cultivated had to pay over again for the land that they had cultivated to the Crown, so the common was enclosed in small plots with the exception of the large enclosure of Mr. Thompson's. Mr. Kyrke is the other person who now owns a large portion of that old common. The quarry at Bwlch Gwyn was held by the Highway Board, and was being worked for the use of the highway, and the town as well. It appears that they were being worked for many centuries past. There were three openings in the rock, one on the south side, one on the west, and the quarry that Mr. Kyrke owns now on the north. There was another quarry for the use of Brymbo township. The quarries were being worked to the great profit of the inhabitants of the township. People who were too aged to work at the quarries or the lead mines were able to raise stones at so much a ton, or so much a load, and farmers were carrying stones to be laid out on the highway, instead of paying the highway rate, so paying the rate in kind, and so keeping the aged poor from being on the rates—on the parish—by breaking stones at 1s. 8d. a load. There were old women, too, breaking stones on the roadside. The quarries were worked so for

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Mr. S. THOMAS.

[Continued.]

Lord Kenyon—continued.

many years, but 18 years ago Mr. Kyrke, now of Penffordd, obtained leases for this quarry, and he worked it on the same system. That is, so far as it concerned giving work to the old men and women to break stones. Eight years ago Mr. Kyrke brought a crusher up there to crush stones. That is a special loss to the ratepayers, as it dispenses with the labour of the old people to break stones on the roadside, and also dispenses with the possibility of the farmer giving labour instead of paying the rate.

Professor Rhys.

57,014. You mean the labour of carrying the stones. I do not see how that follows?—So farmers have to pay a highway rate instead of liquidating it in labour, and they have as well to pay poor rate for the poor, and at the same time the stones crushed by the crusher are higher in price than those that were broken on the roadside by hand whatever before, and remain very much so until the present time. The crusher breaks them too small.

Lord Kenyon.

57,015. I do not see what this has to do with us, really?—It is the taxes.

57,016. The stone crusher has nothing to do with the Land Commission, you know. I quite understand that the machinery stops the wages, but it has really nothing to do with us?—If it is not pertinent I will not read it.

57,017. May I ask you one or two questions? Was this common enclosed by Act of Parliament. When was it enclosed? Was it enclosed by Act of Parliament at all?—No, it was not; not this common.

57,018. The Woods and Forests have claimed it. Is that so?—No, they sold it, the Commissioners sold it.

57,019. They claimed it and sold it?—No; the landowners claimed it.

57,020. The following question is handed in by Mr. J. Owen Hughes: "Who were the land-lords you refer to in conjunction with Mr. Kyrke, who came to pull down David Price's 'cottage'?"—There were scores of them, the owners of land in the township of Brymbo.

Lord Kenyon—continued.

57,021. Were there scores of owners of land?—Possibly some of those that came were tenants as well.

Mr. Seebohm.

57,022. Were they people who had the rights of pasture?—They claimed it.

Lord Kenyon.

57,023. By what right did David Price build a house?—If it was common land he has as much right as anyone else.

57,024. I do not see that anybody has the same right as the commoners. He made an encroachment. Was that so?—I do not know whose property it really was. If it belonged to the Crown I do not see how the landowners could claim it.

57,025. Well, you have answered my first question. Did the landowners enclose it under an Act of Parliament?—No, they did not.

57,026. You are sure of that?—Perfectly sure of that. Thompson enclosed 300 acres.

Lord Kenyon.

He must have done it by some right.

Mr. Seebohm.

But was it a division among the farms of the right of pasture, and then ultimately it became enclosed? We have had many cases of that kind.

Lord Kenyon.

The Woods and Forests would have taken notice of it. They would have never let a man do that.

Professor Rhys.

I suppose we shall hear Mr. Kyrke at Mold.

Lord Kenyon.

57,027. Mr. Kyrke is coming to Mold, and you may come there, too?—May I finish my statement there?

57,028–9. Yes, you may finish it at Mold, I should think?—I am very much obliged.

The witness withdrew.

Adjourned.

30 August 1894.]

Sir T. H. G. PULESTON.

SIXTY-SIXTH DAY.

The Schoolroom, Hanmer, Flintshire, Thursday, 30th August 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHYS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. FREDERIC SEEBOHM, LL.D., F.S.A.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary

Sir T. H. GRESLEY PULESTON called and examined.

Chairman.

57,030. You live at Worthenbury, Wrexham ?
—I do.

57,031. You are rector of the parish, and are a considerable landowner in the district?—A small landowner.

57,032. Will you be good enough to tell the Commission what it is you wish to state?—Well, I have given some attention and consideration to the questions which were sent to me by someone in authority I presume, and with your permission I should like to answer from my notes, and any other questions I will willingly answer if the Commissioners desire to put any to me.

57,033. Just state it in your own way if you please?—My own property is Worthenbury and Hanmer, and Bangor Isycoed. My evidence generally refers to my own estate of about 2,000 acres, and the land is situate in the parishes of Worthenbury, Hanmer, and Bangor Isycoed. There are no manorial rights. There are no courts held in Worthenbury, and I never heard of any in Hanmer or Bangor Isycoed. I know nothing of glebe land. There is no land held under copyhold that I know of in this district. There has been no enclosure of waste land within the last 50 years, or even longer. There are no sheep runs. I know of no unenclosed land except the fens in Whitchurch. With regard to management, my experience is in favour of a resident landlord. Landlords and tenants all speak English, and the question of difference of either language, politics, or religion does not affect our neighbourhood, as such a thing does not seem to be thought of in selecting a tenant. I should say, generally speaking, agents have received special training; on my own property I am my own agent, merely employing a professional man to receive rents and keep accounts. The usual date of entry in my district is the 1st May on the house, and land (except boozy pasture) 2nd February. Farms are let both on leases and from year to

Chairman—continued.

year, but more usually the latter. There is no great demand for leases. I think the reason is that tenants prefer to be free to change if they can better their condition. The condition of the leaseholders, and of their farming is much the same as that of yearly tenants. Changes of tenancy are neither more nor less frequent than in former years; they are about the same. I know of no cases or hardship having arisen. I believe owners when resuming the occupation of a field or plot out of a holding, for the sake of planting, building, or for other purposes, do generally serve their tenants with proper notices for the purpose, and grant them compensation—except perhaps some small plantations of three or four acres. I know of none being made. I do not know whether a tenant is compensated if damage is done to the land in timber-cutting. On my own property, unless there is a road, a tenant is compensated when timber is cut from a plantation, but when cut in small quantities the tenant usually is very glad to have the trees cut hanging over arable land. There are no mines or industrial operations on land in my occupation. The principal condition of tenancy is not to plough land that has been laid down for some years in pasture. I never heard that any of the clauses are considered oppressive. The effect they have on cultivation is very beneficial to owner and occupier. Penalising clauses are common, but I never heard of their being enforced. Tenants always, so far as I know, have a copy of their agreement or lease, and have their contents explained to them. Rent is usually 20s. to possibly 40s. per acre, and is fixed on a gross sum. I should say there is uniformity in the rents of land of similar qualities on the same or neighbouring estates. The rent of the smaller farms is about the same price per acre as that on larger farms. There are no upland farms and there is no common land. The tenant is supposed to do a day's team work for his landlord, but it is usually

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Sir T. H. G. PULESTON.

[Continued.]

Chairman—continued.

done for repairs on his own farm. Rent is always fixed by private treaty. Holdings in my experience are never let to the highest bidder. I should say the rents are reasonable and satisfactory generally to tenants. Subject to character and capital a tenant is accepted. Arbitration is not required as a means of settling or re-adjusting the rents. Rents within the last 50 years have been generally lowered, certainly not raised; rents remain about the same as they were 60 years ago, but the farms have been very greatly improved at the landowner's expense during that period; there has generally been no change in rents, when there has been it has been arranged by the sitting or applying tenant, and owner—valuations are not popular with tenant farmers. With regard to the chief fluctuations in prices affecting rent within the last 50 years—cheese has remained about the same value, and the quantity and quality improved by draining and boning the land; rents have remained about the same though the outlay by the owner in improvements has been the sole cause of this. There have been fluctuations in the price of cheese occasionally, but I should say the average price is higher than it was 50 years ago. Rent is usually paid about two months after it is due. I do not know that the preferential claim for rent has any effect on the position of tenants generally. The land tax is usually paid by the occupier. Income tax under Schedule A. is paid by landlord's cheque generally. The local rates are about the same as they were 25 years ago—rather on the decrease. The average size of farms in my district is usually small; the average would be about 70 acres, I should say. Holdings have not been consolidated. There are no upland farms. I should say that as a rule average sized farms are the best cared for.

Trade depression has not been greatly felt. I do not think it has prevented farmers doing their duty, with their landlords' assistance, to the land they hold. They seem still to find money to stock farms for their sons and give their daughters a marriage portion. Cheese making and fattening pigs is the usual nature of the farming. There is no scarcity of labourers except during hay harvest. There is no land going out of cultivation or being insufficiently cultivated in my district, nor is there any waste land. A great deal of arable land has been laid down in pasture, generally at the joint expense of owner and occupier. There has been no increase of root crops, very few being grown. There is no fallowing. Building improvements are done by the landlord, and the draining is usually shared with the owner. The landlord usually pays three quarters of the cost of drainage and irrigation. The landlord pays for buildings for stock, liquid manure tanks, and protection from river encroachment. Gates are also found by the landlord. Manures and seeds are a matter of agreement, but bone manure is generally found by the landlord on a tenant entering on the occupation of a farm, and afterwards continued by the tenant. I do not know

Chairman—continued.

of any instances of either party contracting out of the last Agricultural Holdings Act. Farmers do not apply for their landlord's written consent for specific improvements unless they want the landlord to pay some of the cost. As regards the custom of the country, manure, I believe, is always left at the expiration of a tenancy, but no produce. The only restriction on a tenant as to mode of cultivation that is enforced is the breaking up of old pasture; subject to this they sell usually what they please of their produce. I know of no instance of an outgoing tenant having failed to obtain sufficient compensation for his improvements. I do not know of any instance of compensation being asked for the generally improved condition of a holding as distinct from specific improvements. There is no right recognised as belonging to tenants to dispose of their interests in their holdings to any solvent tenant to whom the landlord shall not have any reasonable objection. There is no preservation of game in this district, hares being nearly extinct, and usually very few rabbits. Tenants do generally avail themselves of the provisions of the Ground Game Act. I have not seen any damage done by game to the crops and pastures of tenant farmers. Tenants are never required to "beat" coverts, &c. when their landlords go out shooting. Game does not affect cultivation, nearly all the land being grass. I believe the feeling between landlord and tenant is very good and unaffected by game preservation. The preservation of game has no effect on the labourers or the public generally. I cannot say in my petty sessional district what proportion offences against the game laws bear to other offences, but I do not recollect more than four or five game cases since I have sat on the bench. I should say the law of trespass is satisfactory. There are no sporting rights over Crown lands and commons. No attention is being paid in my district to agricultural education. I think that generally the land is not suitable for fruit growing except apples and damsons. Instruction is given in butter and cheese making, but not in other agricultural subjects. Railway rates are generally too high, but their effect is on manures and feeding stuffs purchased. Most of the tenant farmers whom I have asked insure stock, crops, and implements, and the landlord the buildings. I have never heard of any combination among landlords not to accept tenants of a certain description, or among farmers or labourers to fix wages. There are both peasant proprietors and small freeholders, who have inherited their holdings from their ancestors in my district. The wives of the tenant farmers usually assist in cheese making; the tenant farmer superintends the work on the farm and cares for his stock. The children usually leave the nest when they grow up. With regard to the parents making provision for their children on their marriage or independent settlement in life, the parents stock a farm for their sons and give an equivalent portion to their daughters; both sons and daughters have usually "perquisites"

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[Continued.]

Chairman—continued.

on the farm. I think that present rents could be maintained, even if wages were paid for the children's labour; I know many tenants that have no children at home. The proportion of hired labour on a farm as compared with that rendered by members of the household is probably half. A very small proportion of the hired labourers are lodged in the house. Labourers earn 15s. a week, and at harvest time about 20s., and their keep. There has been a slow but gradual increase in wages within the last 50 years. Ordinarily they are now 15s.; formerly 10s. Farmhouse accommodation for male and female servants at meal times and evenings and for sleeping purposes is generally very good. The cottage accommodation as compared with the past is generally vastly improved, and is quite sufficient; cottages are generally constructed of brick and slates. There is almost always a large garden with the cottages, very few with allotments. The land is not suitable for spade cultivation. Cottages are generally held of the owner, their tenants being subject to six months' notice to quit. There has been no migration of farmers or labourers from my district within the last 50 years. I do not think diaries and farming accounts are generally kept, although I do know of instances. Trade depression has been felt for the last seven years in my district; I think the cause is, that trade being bad has reduced the wages of the miners, so that they have not so much money to spend on farm and labourers' produce from their gardens and poultry.

I think the general relations between landlord and tenant are very friendly and mutually considerate.

I have also put down from 1868 my outlay on my own property, which is a small one, if the Commissioners would like to hear it.

57,034. Certainly, if you will please give it to us?

	£	s.	d.
1868. Labour and materials	195	4	11½
Insurance and management	-	-	-
Rates, &c.	-	-	-
	£549	19	10½

1869. Labour and materials	296	2	1½
Insurance and management	-	-	-
Rates, &c.	-	-	-
	£692	2	9½

1870. Labour and materials	305	10	7
Insurance and management	-	-	-
Rates, tithe, Crown rent, &c.	-	-	-
	£713	15	4

Chairman—continued.

	£	s.	d.
1871. Labour and materials	179	3	1
Insurance	13	1	0
Management	185	2	7
Rates, &c.	252	0	2
	£629	6	10

1872. Labour and materials	130	0	0
Management and insurance	192	9	9
Law charges	717	12	3
Rates, &c.	213	16	5
	£1,253	18	5

1873. Labour and materials	186	16	5
Management and insurance	256	7	8
Rates, &c.	148	14	11
	£591	19	0

1874. Labour and materials	394	13	0
Management, draining, and insurance	229	6	1
Rates, &c.	169	5	11
	£793	5	0

1875. Labour and materials	218	0	0
Drainage	226	13	10
Management	159	9	4
Rates, &c.	168	19	5
	£773	2	7

1876. Labour and materials	445	3	0
Drainage	135	10	2
Management and insurance	165	2	10
Law charges	326	10	1
Rates, &c.	163	12	3
	£1,235	18	10

1877. Labour and materials	343	17	6
Management and insurance	161	11	11
Rates, &c.	170	18	9
	£675	8	2

1878. Labour and materials	667	18	4
Management and insurance	217	17	11
Rates, &c.	175	15	4
	£1,061	11	7

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[Continued.]

Chairman—continued.

	£	s.	d.
1879. Labour -	516	16	11
Materials -	556	4	9
Rates and taxes -	136	19	7
Tithes -	34	1	9
Management and insurance -	232	6	7
Crown rent and Shocklach stipend -	25	0	2
	£1,501	9	9
1880. Labour -	592	3	5
Materials -	551	11	8
Rates, taxes, tithe, &c. -	180	0	0
Management and insurance -	171	14	3
	£1,495	9	4
1881. Labour -	453	2	8
Materials -	488	9	9
Rates, taxes, tithe, and shocklach stipend -	180	19	10
Management and insurance -	150	13	9
Drainage -	190	15	9
	£1,464	1	9
1882. Labour -	459	4	0
Materials -	528	8	4
Rates, taxes, stipend -	166	0	0
Management -	142	1	3
Insurance -	14	3	3
Drainage -	161	19	8
Allowance for drainage by flood -	10	0	0
	£1,481	16	6
1883. Labour -	539	7	3
Materials -	194	11	1
Rates, taxes, and tithe -	200	4	2
Management -	75	0	0
Insurance -	28	9	0
Drainage -	63	15	5
	£1,101	6	11
1884. Labour -	329	12	4
Materials -	100	9	10
Law charges -	13	3	10
Management and insurance -	94	17	6
Rates, taxes, &c. -	186	7	5
	£724	10	11
1885. Labour -	184	5	4
Materials -	123	6	7
Management and insurance -	94	8	0
Rates taxes, &c. -	185	0	8
	£587	0	7

Chairman—continued.

	£	s.	d.
1886. Labour -	299	13	7
Materials -	101	9	9
Management -	241	17	8
Insurance -	20	8	0
Rates, taxes, and tithe -	216	8	7
	£879	17	7
1887. Labour -	332	3	9
Materials -	349	12	0
Management -	139	9	2
Rates, taxes, insurance, &c. -	270	5	2
	£1,091	10	1
1888. Labour -	299	8	9
Materials -	241	9	9
Management and insurance -	95	18	0
Rates, taxes, Crown rent and stipend -	235	12	5
	£872	8	11
1889. Labour -	243	11	1
Materials -	86	3	10
Management and insurance -	107	15	0
Rates, tithe, &c. -	206	11	2
	£644	1	1
1890. Labour -	270	10	5
Materials -	209	4	0
Management and insurance -	109	16	0
Rates, &c. -	210	3	3
	£800	3	8
1891. Labour -	163	11	11
Materials -	133	4	4
Rates, taxes, and management -	202	9	9
	£499	6	0
1892. Labour -	318	8	11
Materials -	161	17	8
Rates, management, &c. -	289	11	9
	£769	18	4
1893. Labour -	121	8	10
Materials -	66	19	9
Management, taxes, &c. -	305	12	1
	£494	0	8
1894. Labour -	218	12	9
Materials -	198	16	6
Management, taxes, &c. -	326	19	1
	£744	8	11

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[Continued.]

Lord Kenyon.

57,035. Do you mind giving us the total?—I think the total is 24,000*l*.

57,036. Is that including abatements and improvements?—Nothing to do with abatements. That is entirely in improvements in draining and building cottages where necessary and slating and repairing and supplying them with water. When I came to the property there was nothing of the sort.

Mr. Grove.

57,037. How many years have you given?—I think 25 years. I told my agent to send it to me for 25 years.

57,038. Have you any table of abatements in rent?—We have not given any abatements except during the rinderpest. Of course, there was a special abatement then, but I have not got the particulars of it. I think we gave about 25 or 30 per cent.

Lord Kenyon.

57,039. Do you mind stating what the rental is?—It is between 3,000*l*. and 4,000*l*. a year. I cannot tell you nearer than that. It varies to a certain extent.

57,040. Then this would amount to nearly 25 per cent. of the income?—More than that; it would be 50 per cent. some years.

Mr. Richard Jones.

57,041. What is the average?—On an average I should think it would be 30 per cent. I find I have a note of it here. I have spent 23,499*l* 19*s*. 4*d*. during the time I have had the property.

Lord Kenyon.

57,042. And the rental has been between 3,000*l*. and 4,000*l*. you say. Can you give it more exactly?—I cannot give it nearer than that. It varies for different reasons. Some of it is not, strictly speaking, agricultural.

Chairman.

57,043. How long have you had the estate?—It is about 26 or 27 years since I first got it. Of course, there are always a good many outgoings at first. During the first year or two when I was paying succession duty I could not make the same outlay, but afterwards it was gradually increased until we got the work done.

Lord Kenyon.

57,044. You said this outlay was for 25 years?—About 25 years.

57,045. What was the first year of the return you have given?—1868. My accounts are very accurately kept. It would be about 30 per cent. on the average.

Chairman.

57,046. Hardly as much as that, would it be?—I must leave it to the Commissioners; I have not worked it out exactly.

Mr. Grove.

57,047. I think it would be about 27 per cent.?—I have not thought it over very exactly.

Chairman.

57,048. That is the whole of the evidence you wish to tender?—Yes.

Lord Kenyon.

57,049. Have you paid any attention to agricultural education at all?—I have not.

57,050. Do you think there is any hope for improvement in that respect. I mean do you think that agricultural education does any good?—I am very strongly in favour of education generally, and have spent a great deal of money upon it, but I cannot think that agricultural education is necessary in this country beyond any instruction that can be given in the way of making cheese. There is nothing else that I know of that will do the tenants any good.

57,051. I suppose you think experiments with manure, and so on, will do good?—No, there is only one manure in this country which will do any practical good, and that is bone; that again is practically in the nature of a permanent improvement, so far as anything can be permanent in this world.

57,052. I suppose you would not consider bone much good unless you did some draining first?—No. The old feeling in the country was that it did best on undrained land. I do not like putting bone on undrained land myself. I should like to say what has been going on upon my own small property has been going on all round me over the whole district. I cannot name any exception. The whole of the district has been going on improving for the last 50 years. I should like to make some of the younger members of the Commission understand the improvement there has been, particularly in cottages, compared with when I first came to live in this country: you could see a little bit of rubbishy mud cottage, with two little rooms on the ground floor and people living in it and living on 8*s*. a week; but now the cottagers are just as proud and pleased with their dwellings as any nobleman in the land.

57,053. I know the Chairman of this Commission is particularly interested in small holdings. I think I may say that we are equally interested in this district?—I think I have made 24 small holdings myself on the principle of three acres and a cow, but long before the three acres and a cow was ever thought of. I am very strongly in favour of it. If a man once gets a start and is able to keep five or six cows he can soon take a large farm in this part of the country, although I do not think he could do it in England. I have had many instances of it. I have one

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[Continued.]

Lord Kenyon—continued.

farmer on my estate who was my labourer, and he milks now probably 40 cows.

57,054. I think I should be right in saying that the majority of labourers in this district have a certain quantity of garden land?—They have all of them, so far as I know. I am sorry to say that they do not all cultivate the whole of their gardens on my property; they have more garden than they want.

57,055. Do you think that more attention might be given in this district to the growing of damsons?—Probably it might; damsons is a very paying crop.

57,056. And they suit the soil?—They suit the soil. Damsons and apples are the only fruit that I know that do well on this soil.

57,057. Is there any attention given to bee-keeping?—Very little. There are bees kept in many places, but not generally.

57,058. What is your opinion of the farmers of the district—favourable or otherwise?—Do you mean as to their financial position?

57,059. I mean as to their capability?—I think the whole of this district is farmed very well indeed.

Mr. Griffiths.

57,060. Have any of the tenants paid an advanced rent in consequence of this great outlay?—I have never heard of such a thing—never on my property, certainly.

57,061. They have not paid any per-centage for the outlay?—I think not. I do not recollect any. Possibly there might be some, but the rent of the whole property is very considerably decreased compared to what it was in my father's time. The property has been in the possession of my family for a great many years—600 years, and probably I take more interest in it and lay out more than I otherwise should do if it were not so.

57,062. Had this property been neglected very much before you got into possession?—I do not think it had, but we were at a great disadvantage in having no railway. We could not get any slates from anywhere except from Llangollen, and those only lasted about 18 years, so that until there were railroads we could not get them.

57,063. Do you expect in the future that you will have to spend as much on this as you have in the past?—Oh, dear no, I do not. All the slates that are put in all over this district now are principally Lord Penrhyn's slates, and they will last anyhow for 100 or 150 years.

57,064. With regard to the improvement in the cottages, do you find the morals of the people better in consequence?—Very considerably. I can answer both as a clergyman and as a magistrate. I could give very strong proofs of it, but I think perhaps it is unnecessary; you will guess what I mean; there is a very considerable moral improvement in the district.

57,065. Do you find the children of these cottagers grow up to be more useful—I mean those that have three acres and a cow—than if

Mr. Griffiths—continued.

they had a single cottage and nothing else?—I do not think there is any harm from education. I think with respect to the children, so far as the agricultural labourers are concerned, there will be plenty left on the soil; only the best of them get to the surface, and they go off somewhere. There are a great many intelligent children all over this country.

57,066. We find they are taught habits of early rising and so on, and consequently are more useful as servants?—The only way in which I can confirm what you say is as to cleanliness—they are very much cleaner.

57,067. Are they able to attend the schools as well as others?—Oh, they are as keen to learn as any persons in the world.

Mr. Richard Jones.

57,068. Looking at the matter from a landlord's point of view, do you think it pays a landlord to cut up the farms into small holdings?—No, I do not think it does. I could not recommend anyone to do it, but I think it is a very great benefit to the neighbourhood. Financially it is a very great loss.

57,069. To the general community it is a great benefit?—Yes, it is to the general community. I have never found a man come to poverty or want so long as he had two or three cows or one cow even—I think I can go as far as that. If they will keep away from the public-house and keep a cow they will do well.

57,070. You say the rents are the same as they were 60 years ago?—I do. I think they are lowered, but I do not think there is very much difference. On my own property I know of one or two instances, but on the whole I do not think there is so very much difference.

57,071. Have the rents been revised at all during that period?—Constantly. On my property some people have been there for a long while, a bit too long perhaps in some respects, but they get money and they do not want to go, and they do not want to improve anything.

57,072. You never find any difficulty in letting a farm when one becomes vacant?—No, we never have to advertise. A tenant came to me the day before yesterday, and asked whether I had any objection to his applying for a large farm in the neighbourhood. I said no. That was only the day before yesterday. I have never given notice or had occasion to do so, or seldom received notice for some years. When they want to go they go.

57,073. Have you had any complaints at all from any of the tenants that the rents are too high?—No, not one. They are very kind to me. I have a lot of capital friends and capital neighbours. They are always kind to me I am glad to say.

57,074. You say that the rates have decreased?—They have rather decreased; I am sure they have lately. I have inquired about it.

57,075. Generally we find they have increased?—They have not with us. I think there has been rather a decrease. It is not easy to judge of the increase or decrease, simply for this

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[Continued.]

Mr. Richard Jones—continued.

reason: they are now under different headings; where there is a highway board that is charged in the poor's rate, and they do not feel it quite so much as when it was paid out of their own pocket in a direct manner.

57,076. How are your roads managed?—There is a main road through most of my district. That is repaired by the county council.

57,077. What about the district rates? Are they managed by a highway board?—They are managed by the parish—the little out-of-the-way roads and bye-ways.

57,078. Do you think the roads are better managed by the county council than by the highway board?—I would rather have a highway board if I had my own choice. That is a thing I never interfere with; it is left to the farmers' judgment as far as I am concerned, but I would rather have a highway board myself, because I think they manage them more on the general principle of repairs.

57,079. Is there a good deal of care taken with the district roads?—Yes, there is a good deal. I drove over six miles of them this morning—district roads all the way, and then I came a little bit into the county council road.

57,080. What is the custom with respect to draining on your estate?—I have generally done it all, but in one or two instances I have been helped by the tenant who came to me and who has been there some years, the rent remaining the same. He said, "If you will do so and so, I will pay so much towards it, about one-third"; but I think only in two instances has that taken place that I can recollect.

57,081. Have you been doing draining and not charging anything?—I have not charged anything.

57,082. The tenant does the haulage?—He does the haulage. If my horses are doing nothing I send and help him sometimes.

57,083. I find you treat your tenants with respect to draining more liberally than the generality of landlords?—Well, perhaps I do. I have a little bit of a hobby in draining, and we always have to pay for our hobbies. I have another property besides, and of course that helps it.

57,084. Where do you get your pipes?—I have made most of them myself, and some of them I have had from my friend there (Lord Kenyon). I have made most of them myself. When I went heavily into draining, I established a brick yard of my own and made my own pipes—and I made them in Warwickshire too.

57,085. I suppose the land here requires a great deal of draining?—Yes, it is a clay land, and it makes all the difference in the world to it. A man can live on drained land where he would starve on land which was not drained, and it is the same with animals.

57,086. You say that the children of the tenant farmers receive perquisites?—Very often—they have a few sheep and the poultry and that sort of thing—that is what I mean by their perquisites, I know that is constantly so.

Mr. Richard Jones—continued.

57,087. We found down in Pembrokeshire that some of the children received a hunter in the shape of perquisites?—We do not encourage hunters here—well, I am only joking about that, but I do not know anything of that sort here. When they go away—when they get married which they do at 21 years of age, and some before—some marry before they are of age and they do marry very early here—what they look forward to is to get a farm and some cows and start for themselves.

57,088. Are there many farmers about here who go in for hunting and shooting?—Not so many; they do not like going out; they think it is a waste of time. They are a money-making people and a sensible people.

57,089. I have heard a very good character given to the farmers on the borders of Cheshire; they are not quite so gay as the Shropshire farmers?—No, they are not; they do not require a jug of beer in the field either—they have a little wooden barrel in Shropshire. They are a good lot of fellows, and temperate in this country as a rule.

57,090. The depression, you say, began about seven years before?—Yes, before that: it was felt, I think, in 1879, but it was only a very short thing. However, for the last seven years they have felt it more or less. Mines, coals, lead, and iron and all these things are down, and so long as they are down, every bit of agricultural produce is down too.

57,091. You think that is the chief cause?—I do believe it is the sole cause. I do not mean that foreign competition has nothing to do with it, but I think we could soon get over foreign competition if we had good trade.

Mr. Seebohm.

57,092. I think you said that you remember the time when wages in this district were about 8s. a week?—Yes, very well.

57,093. What are the current wages now?—15s. to 16s.; but now the men have been getting very high wages—30s. sometimes.

57,094. Do most of them live in cottages or farm-houses?—Most of them in cottages.

57,095. In addition to the cottage, I think you said they generally had a little land?—A large garden—except in special places where they keep a cow.

57,096. Will you tell us how many of your tenants have land for a cow?—Quite 20.

57,097. 20 out of 50?—Yes.

57,098. We notice one of the advantages in Wales is an easy ladder up from the labourer to the farmer?—Yes, that helps it. That is my object in making these places.

57,099. Can you say how many out of your 50 have been able to make their way up into little farms?—Well, I know many have done so. I recollect one man now who was a tenant—he was my carter for a long while—he is not an old man, but he has a farm and I think he pays 230*l.* a year.

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[Continued.]

Mr. Seeborn—continued.

57,100. The rental of these little pieces, of course, must be higher than the ordinary agricultural rental?—It is slightly higher. My rule is this: if I build a cottage for a man and the man is living in it, I never alter the rent. I build it all up and charge the same rent. If I put a field to it, then I have the expense of fencing and so on, and I charge 2*l.* an acre for it.

57,101. Suppose during the last 50 years the practice had been peasant proprietorship instead of small tenants, would it not have been very much more difficult for a labourer to have risen into the position of an occupier of land?—He could not have risen on 8*s.* a week. These men get good wages.

57,102. So that in fact the principle of large holdings with small occupations affords the labour which we have been speaking of?—Yes, I should say so. I should say on a large estate where a man does not look at the expenditure of one place but takes it as a lump sum the landlord is more liberal in his outlay on repairs and improvements.

57,103. If under any system, ownership was the rule instead of rent, the rungs in the ladder would be very much broken?—I think so too. I will tell you what will rather bear out that. I have known people who have places of that sort let them and keep on the big ones themselves.

57,104. Do you happen to have heard that in France they are doing that?—No, I have not. I have been in France very little of late years. I know more about German farmers than French farmers.

57,105. Are there any small freeholders in this neighbourhood?—Yes, there are.

57,106. On the whole have they been prosperous?—I should say they have. Of course I have no means of knowing that. There are none in my own parish. There is only one small freeholder I know in the parish, and that is an old lady, and of course we cannot talk about her.

57,107. We have heard a great deal about this, that the rents are really lower than competition rent. Would you say that if a farm in the district was let to the highest bidder it would make a difference?—Yes, it would make a great difference to the landlord's pocket.

57,108. You think there would be such competition that they would be sent up higher than the present rents?—Yes, I am sure of it.

57,109. And that again would be a disadvantage looking to the far future—to the future tenants?—Of course, if he has to pay a higher rent that would naturally follow, I never have heard of it. I have heard of a man who will say, "If you will let me such a farm I will give you 25*l.* or 30*l.* a year more for it," but I do not think it is ever done.

57,110. Do you think any possible legislation could prevent that competition for small holdings?—I do not know of any. I think the good sense of the British public would be dead against it and I do not think it will ever be done.

Mr. Seeborn—continued.

57,111. Do you think supposing for instance the letting of land is in the hands of a public body—say a parish or county council—that those who have no land would allow anything less than the competition rent to be paid?—No. I may say I saw from a question put in the House of Commons that Her Majesty had one of the Crown farms in hand.

57,112. My point is this. If there is great competition for land and more people wanting small holdings than can possibly get them because the land is limited, if it was in the hands of any representative public body to let the land, would they not almost be compelled by those outside to put the rent up to the competition rent?—The body?

57,113. Yes, the representative body?—I should think they would; the ratepayers would require it naturally. Naturally they would say you can get so much for this land, you ought to let to the highest bidder.

57,114. Now, supposing, without looking to legislation at all, we leave things to go on exactly as they are now doing in this district, do you think the tendency is towards the increase of these small occupations?—I think it is because of the satisfaction they give the little men, as we call them.

57,115. And the increase in population in the neighbourhood tends to make these small holdings of pasture land at any rate more profitable as years go on?—I think so. The country districts are not increasing in population, but we are on the edge of a large population, and when that population is prosperous they can get practically anything they like for their produce if it is good.

57,116. Speaking generally of a pasture country would you say that really good trade is the one thing needful?—Yes, that is what they want.

Mr. Grove.

57,117. Do you think the farmers generally are acquainted with the provisions of the Agricultural Holdings Act?—I do not know, I could not answer that question. I really could not answer for other people. I think myself we have a very intelligent body of gentlemen to deal with and they are quite capable of understanding it and if it was worth their while they very soon would. That is my belief. But I do not know that they do know what it is.

57,118. You consider that there is depression in agricultural interests now, I suppose?—I consider there is a certain amount of depression now, and there has been for the last seven years.

57,119. You speak of the farmers being able to provide for the welfare of their families. I suppose that does not apply at the present moment so much as it did a few years ago?—No, it does not. So far as I know there has been depression, but 50 years ago there was a great deal more depression and for 20 years afterwards than there is now.

57,120. Have there been many changes of ownership in estates in this immediate district

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[Continued.]

Mr. Grove—continued.

for the last few years. Have there been many sales of property to any extent?—No, I may say mine has been in the family for 600 years. I should say there have been no changes of ownership affecting us. These properties at Bettisfield and Gredington have been both for a considerable time in the same ownership, and I believe Lord Trevor's too so far as I know.

57,121. Do you attach any importance to field experiments in this immediate neighbourhood?—No, I do not.

57,122. Do you think the farmer avoids the railway and does the haulage with his own horses so as to avoid the railway rates?—No, I do not think he does. I think the farmers would if they could. The railway rates are very high, and they do not give the farmers much consideration.

57,123. Manure and feeding stuffs I think you mentioned specially?—Yes, exactly so.

57,124. Is it your opinion that if the farmers—I mean comparatively small farmers—own their own farms they could make the land more productive than as tenant farmers?—No, I do not think so. I think if you keep your eyes open as you drive through this country you will see as much grass growing on it as you could hope to see.

Professor Rhys.

57,125. I notice there is a new railway being made in this district?—Yes, and I think it will help us a bit. It goes within a mile of my own place.

57,126. A little competition will assist you?—This railway is only 12 miles altogether, on a line between the London and North-Western and the Great Western. We are about an equal distance from each. The North-Western and Great Western have traffic arrangements together, so we shall never receive any benefit from them, but we might benefit by this new line.

57,127. If they have an arrangement together I am afraid you have not very much chance?—That arrangement will not affect this small line that is being made; it will compete with them as far as it can.

57,128. So that that will be so much to your advantage?—Yes.

57,129. I think you mentioned that the cottage accommodation has been greatly improved during recent years?—Yes, very greatly.

57,130. Within what years, about?—30 years I should think.

57,131. Is there any special cause?—There was, I think, a general feeling throughout England that the cottages were bad, and a great many people took that up.

57,132. Did I understand you to say that the servant men are generally lodged in the farmhouse?—There is generally one man in the house and one only.

57,133. And the others would be labourers living in their own cottages?—Yes, in their own cottages. Probably on very large farms there

Professor Rhys—continued.

might be two living in the farmhouse, but I do not know of such a case—not in my own parish.

57,134. In some neighbourhoods we find the servant men sleep in the outhouses, but that is not known here?—I do not know of such a case here.

57,135. As a clergyman and landowner you have opportunities of knowing well what is the state of morality in this district?—I think it has very, very vastly improved.

57,136. Improved?—Decidedly.

57,137. Since you remember?—Yes.

57,138. Perhaps a parish like Threapwood was exceptional in old times?—Perhaps it was. There were special circumstances about Threapwood which had nothing to do with the morality or immorality of it. People were sent there for poor law purposes and to avoid poor law responsibility.

57,139. Now that I have touched upon Threapwood perhaps you would not mind my asking you to give the history of it. Threapwood was an extra-parochial district?—Yes, it was an extra parochial district, and any child born there was not chargeable to any union, so that all the children that were liable to be chargeable to any particular union were sent to Threapwood to be born there. In itself I do not know that Threapwood was more immoral than any other place, but that would naturally have probably a demoralising effect. I do not know that it has, but I know that that is a fact, because it was so in my own time.

57,140. How long is it since Threapwood has been put on the same footing as other parts of the country?—I could not absolutely tell you the date. I should think 25 to 30 years perhaps.

57,141. Then you were going to say that there was a great improvement in the morality?—Yes, decidedly.

57,142. From about what date?—I should say anyhow for 20 years. I attribute that myself to education.

57,143. Within your memory?—Yes. I am as old as anyone else, and I can recollect perhaps as long as anyone my own age.

57,144. Do you think the district was rather bad when you first remember it?—There used to be a great many illegitimate children born there, but now we scarcely ever have a case before us at Petty Sessions. Generally there used to be four or five at every Petty Sessions, but now we seldom get one. We had two sessions in every month then, and now we have one in about two months. There will be a Petty Sessions on Saturday, and so far as I know there is not a case of that sort. I think it is most gratifying, and I attribute it almost entirely to the spread of education, it gives them a self-respect which nothing else can give them.

57,145. I am glad to hear it, I have been rather blamed for asking these questions, but I am glad to hear of any improvement of that sort?—I am glad to answer the questions.

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[Continued.]

Chairman.

57,146. There are some questions handed in and one of them is from Mr. Vincent: "Would you spend money on improvements as you have spent it if a court was established to fix rent?"—No, I do not think I should. That is most improbable. I know in Ireland they do not spend any money where the rents have been fixed, and probably I should not.

51,147. This is a question by Mr. Owen Wynne: "Do you think farmers of late years would have been better off or as well off under leases as under yearly tenancies?"—Well, I have

The witness withdrew.

The Hon. Mrs. BULKELEY OWEN called and examined.

Chairman.

57,149. You have prepared with a great deal of trouble, I believe, a memorandum on the history of this part of the country. Will you favour us by reading it?—

The kingdom of Mathrafal or Powys was divided into two parts. The first of these was called Powis Fadog; it contained five cantrefes and 15 comots.

The third cantref, by name Cantref Uwch-nant, had three comots, the third of which was Maelor Saesneg, in Flintshire.

It is said to have been the portion of Maelor ap Gwran ap Cunedda Wledig, Prince of the Strathclyde Britons, but of this we have no proof. (Powel, Hist. of Cambria, p. 11.)

It consisted of the parishes of Worthenbury, Bangor, Hanmer, and the chapelry of Overton on this side of the Dee, of Erbistock, of Hope, of Iscoed in Malpas, Penley in Ellesmere, Bodidris in Llanarmon yn Ial, of the townships of Dutton in Holt, of Abenbury Fechan in Wrexham, of Hoseley and Marford in Gresford. (Pennant's Tours, Vol. I., p. 287.)

These were declared to constitute part of the county of Flint, by the statute of Rhuddlan, 12 Edw. I. (1283-4).

Of the Roman occupation of Maelor Saesneg I cannot speak, save that the Watling Street traverses it on its way from Uriconium to Deva (i.e., Chester).

It enters county Flint at Blackhurstford, and passing Bettisfield Station crosses the parish of Hanmer by Croxton Pool northwards, to the square Roman camp on the north-west of Willington Old Hall. Bending to the north-west over the bank called Bryn Arglwydd it passes down Tallarn Green, crossing the river Elfe and so on past Threapwood vicarage through Bangor.

The camp of Eglwys y Groes (which must have been the site of an old British church) is doubtless of British origin, as is proved by its circular form. Its diameter is 28 feet.

Eight Roman coins were found there of the first half of the fourth century, of the time of Galerius Maximus, and of the Constantines. Probably the Romans availed themselves of the camp, though this is by no means certain, the

Chairman—continued.

given several leases myself. I never object to them, but I know the feeling as a rule among the tenant farmers is that they do not care about a lease. I do not know that that makes any difference; I have given several leases myself.

57,148. You do not think it makes much difference?—I do not think it does materially at all. In one or two cases the men have been to me; they knew I was getting old and perhaps they might get disturbed if anything happened to me—that was the only ground for asking for a lease.

Chairman—continued.

British having made use of Roman coins long after the conquerors had left the country.

The first Saxon invasion of this part of Wales that we have any record of is that of Æthelfrith, King of Northumbria, who defeated Brochwael Ysgythrog, Prince of Powys, about 614, and murdered 1,200 unoffending monks of Bangor, who were engaged in prayer for the success of their prince. (Green's 'Making of England,' Bede, C. II.)

The name of the last abbot of Bangor Monachorum, S. Dunawd (St. Dinoh), still survives as the dedication saint of the churches of Bangor and Worthenbury.

Maelor Saesneg formed part of the kingdom of Mercia, and belonged to the great Saxon bishopric founded by King Oswy in 656. (Hist. St. Asaph, p. 797.) In the Domesday survey we find two of the townships of Bangor, viz., Eyton and Seswick, as belonging in the time of Edward the Confessor to the see of St. Chad.

We also find King Edward granting land by the Dee to Prince Gruffydd, but on his forfeiture taking it away from him and restoring it to the Bishop of Chester and to his tenants who had possessed it before. (The Mercian bishopric was then located at Chester.)

With the exception of the outlying parts beyond the Dee, Maelor Saesneg belonged to the sees of Chester and Lichfield and Coventry, until it was transferred to the diocese of St. Asaph by an Order in Council, dated 30th July 1849.

This explains the dedication of Hanmer Church to St. Chad.

Worthenbury and Bettisfield are identical with the Domesday manors of Hurdingerbie and Beddesfeld in the Cheshire hundred of Duddestun, and were held in Saxon times by Edwin, Earl of Mercia.

There is a gift of lands in 'Duddestun' from King Eadgar to Wulfget in 963 A.D. amongst the Saxon Charters at Peniarth. (Peniarth MSS.)

I cannot fix the date at which the Britons regained possession of Maelor Saesneg.

The castle of Overton (of which there are now no traces, the name of its site, 'The Castle-

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Chairman—continued.

field' alone remaining to us) is said to have been built by Prince Madoc ap Meredydd ap Bleddyn ap Cynfyn (King of Gwynedd and Powys, who was killed in 1072). The castle was standing as late as 1349. Overton still retains his name in Overton Madog.

The name of Bleddyn still survives in 'Bryn Bleddyn,' on the west side of Hanmer Mere.

History tells us (Williams, 'Eminent Welshmen,' p. 307.) that Prince Madog fought against his countrymen with King Henry II. in 1158; and that he commanded the English fleet which invaded Anglesey, where, however, he was defeated. He died at Winchester in 1159, and was buried at Meifod, in Montgomeryshire.

Madog was succeeded by his son, Gruffydd Maelor, who married Angharad, daughter of Owen Gwynedd.

It was during the lifetime of this Prince that we have the first record of the gift of Hanmer Church to Haghmond Abbey in Shropshire.

The cartulary of Haghmond tells us that Henry [II.], King of England gave and conceded in perpetual alms to the canons for their support the church of Hanmere.

This document is undated, but we know it must have been between 1166-1177 from the names of the Norman barons, who witnessed it—Richard de Luci, Hugh de Laci, and Robert Marmion. (Shrop. Arch. Trans., 2nd Series Vol. II.)

There is also the confirmation of King Henry II. of the gift of Robert Fitz Simon, of the advowrey of a mediety of the church of 'Hanmere; and one carucate of land in Halghton of lay fee.'

And the confirmation of the gift of Richard Peche, the Bishop of Coventry (the see of Lichfield was removed to Coventry 1102 to 1183), who was cousin to Robert Fitz Simon.

The Bishop says that it is 'at the request of the Lord Henry the King and of David the Prince, that the parish church of Hanmer is appropriated to the monastery of Haghmond and to the Abbot William.'

Prince David was the third son of Owen Gwynedd and brother to Angharad, the wife of Gruffydd Maelor. He married Emma, the sister of Henry II., in 1173.

Lastly, there is the confirmation of the gift by 'W——, the humble prior of Coventry.'

Prince Gruffydd died in 1190, and was buried at Meifod. He was succeeded by Madoc his son, who was the founder of Valle Crucis Abbey, where he was buried in 1236.

Madog, like his grandfather, was not true to his country; he aided King John in two expeditions against the Welsh, but was afterwards reconciled to his Sovereign Prince, Llewelyn Ap

Chairman—continued.

Iorwerth, whom he ably supported in his wars against the English.

Madog was succeeded by his son Howel in the lordship of Maelor Saesneg, but he dying, it came to his brother Gruffydd, who was called the lord of Dinas Brân, from the name of the castle where he lived; he died there in 1270 and was buried at Valle Crucis.

Gruffydd had married a Norman lady—Emma, the daughter of Sir Henry de Audley. There is in the Public Record Office a copy of the charter by which Griffin son of Madoc 'lord of Bromfield' (for he held, as did his forefathers, also Maelor Gymraeg), with the assent of his heirs, conveyed to her between 1249 and 1266 'all the country called Maylor Seysnek' for as long as she lives, to wit the manor of Overton with the mill and weir, the vill of Hangmere, the vill of Lanerpanna [in Penley] Cnelton [i.e., Knelton, a township in Overton parish] and all the vills which are within the bounds of the country of Mailor Seysnec as I hold them, and that the said land shall not be withdrawn from the lordship of Wales. Witnesses—Anian, Bp. of S. Asaph; Yarwerth, Abbot of Valle Cruce; Madoc, Leulin, Owen, and Griffin, sons of the grantor and others.

There is also in the Public Record Office a confirmation of this grant by Leuwelin, Owen, and Griffin, sons of Griffin, lord of Bromfeld, of the same places with others, to their mother Emma.

Dated 'the morrow' of Blessed Thomas the Apostle, 1270.

In July 1277 an inquest was made by Guncelas de Ludlesmere, justice of Chester, on the lands of the said Emma. (Inquis. p. m. 5 Edw. I. (No. 78).)

The jurors say that Griffin de Bromfeld when he married Emma, daughter of Henry de Aldetheley, gave her the manor of Overton and Mailor Saisnek for the term of her life, and that the same Emma took the profits thereof, and they say that the said manor was an escheat of the said Griffin by the death of Howel his brother, and that he gave the same to the said Emma by feoffment and a certain charter which was confirmed by the heirs of the said Griffin and by Llewelin Prince of Wales, for they say any Welshman can give by his will his lands and tenements before his marriage or after, and after the death of the same Griffin, the same Emma was in seisin of all the lands aforesaid, till the war began between England and Wales, and then because the said Emma was in the fealty of the Lord the King of England, the said Prince Llewelin ejected her from the said lands, and returned those lands to Madoc son of Griffin.

They say also that it is the custom of Wales if anyone for fear of war or otherwise relinquished his land, and retire from Wales, the

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Chairman—continued.

lord may seize that land as an escheat and do therewith as he pleases.

The law of our great King Howel Dda (written in the 10th century) (Howel Dda. Welsh Laws, circa 930 A.D., Bk. XIII., Chap. II., No. 90) say :—

‘By three things a Cymro loses the privilege of his country and kindred. Entirely removing to a strange country; entirely confederating with strangers who shall be at war with the Cymry kindred; and entirely resigning himself to the prevailing host of a border country, against the kindred of the Cymry, and which shall constitute treason to country and lord.’

Before December 1278 Prince Madoc was dead, and Margaret his widow appealed to King Edward I. for the patrimony of Maelor Saesneg for her sons Llewelyn and Gruffydd, who were under age. (Welsh Rolls, 6 Ed. I. m. 12, 1278.) The King assigned the third parts of the profits of Maelor Cymraeg on January 20, 1280, for their support, but he robbed them of Maelor Saesneg. (Welsh Rolls, 8 Ed. I. m. 8, 1280.) In 1279 it had been given to Robert de Crèvequer and his assigns, who were then granted a license to hold a market and fair in their manor of Overton in the parts of Maelor Seisneth. (Charter Roll, 7 Ed. I. No. 23, 1279.)

An undated grant from the freeholders of Hanmer of certain ‘waste lands’ to Thomas de Macclesfeld is witnessed by ‘Roberto de Crèvequer, tunc ballivo de Overton’ and other witnesses, all of whom bear Welsh names. (Shrop. Arch. Trans., 2nd Series, Vol. II., p. 181; also ‘Memorials of the parish and family of Hanmer.’)

Thomas de Macclesfeld and his heirs were to pay ‘unam rosam’ for all service, &c. annually on the Feast of St. John Baptist.

The family of Crèvequer did not hold the lordship long; Robert de Crèvequer, of Leeds Castle, co. Kent, was the last baron, and his son William died childless. (Nicholas, Historic Peerage.)

In 1292 Overton was made a free borough. Edward I. in the 14th year of his reign (1285–6) gave the lordship to his queen, Eleanor. (Lewis’s Topo. Dict. of Wales.)

On the 1st October 1300, Edward I. gave the earldom of Chester and the Principality of Wales to his eldest son Edward, and in the 29th year of his reign that prince came to Chester, where he received the homage of the freeholders of Wales. (Ormerod, Hist. of Cheshire, Vol. I., p. 194.) Amongst others ‘Lewys de Felton the son of Richard de Felton did homage for the lands which the sayd Richard held of the Prince in Maelor Saesneg.’ (Powel, Hist. of Wales, edit. 1584, p. 383.)

In the Minister’s accounts ($\frac{1180}{1}$ P.R.O. A.D. 1304–5) we have :—

Chairman—continued.

‘The account of John Burgoyne of the issues of the manor of Overton from the Feast of St. Michael, 32 Ed. I. to Easter 33 Ed. I.’

The same is charged with 9l. 0s. 12½d. of the rents of the assize of Maylor Seysnek from the term of St. Martin 33 Ed. I. And with 7l. 6s. 6d. of the pleas and perquisites of the court of Maylor Seysnek from Michaelmas, 32 Ed. I. to Easter following. And with 6s. 2d. of the perquisites of the vill of Overton for the same time. And with 18s. 4d. by the hands of David the Clerk for 20 young oaks sold by order of Sir William Trussell, justice of Chester. Also issues from the wood of Fennes-hurst, the fair of Overton, the goods of persons dying intestate, &c.

In the Minister’s accounts, 1305, we have :—

‘Account of Ivo de Sulton, bailiff of Overton, of the issues of the same bailiwick from Easter 33 Ed. I. to Michaelmas following.’

Issues from rents of assize of Overton, Knolton, Erbystok Cleyl [*i.e.*, Clayley in Bronington township], Wadebringemer [*i.e.*, Batebruggemore between Cleley and Redbroc, both of which are mentioned in a Welsh Roll, 10 Ed. I. It is thought to be a Saxon word, and to refer to Bate-brugge, a toll for crossing bridges. It is the name of the moor which adjoins the Fens Wood. No traces of a bridge have been found (Memorials of Hanmer and Ellesmere, Par. Magazine, 8th June, 1888, p. 46. Canon Lee)], Yscout [*i.e.*, Iscoed] Bangor, Albenb’ [*i.e.*, Abenbury Fechan in Wrexham parish], Dycton [*i.e.*, Dutton in Gresford], Bodyderit [*i.e.*, Bodidris in Llanarmon yn Ial], Erbystok, Writhenbur’ [*i.e.*, Worthenbury], and the parish of Overton, farm of the mill of Overton with the weir, the mill of Pendeleye [*i.e.*, Penley] pasture, dead wood, issues of the fair of Overton, pleas and perquisites of the Welsh court of Overton, and the court of the vill of Overton.

The tenure roll of 1285 says that Ivo de Sulton holds the vill Sulton [*i.e.*, Souulton near Wem] in the hundred of Bradford, co. Salop, under Robert Corbet.

He appears as a juror in many Shropshire inquisitions of the latter half of the 13th century. One Ivo de Sulton appears as an attorney in Sulton, A.D. 1199. (Eyton, Antiq. of Shrop., Vol. X., pp. 12, 13.)

On the 4th May 1309, there is in the Patent Rolls (Pat. Roll, 2 Ed. II., p. 2, m. 8d. P.R.O.) a Commission of Oyer and Terminer to Robert de Holand and others touching the misappropriation by Ivo de Sulton, King’s bailiff of Overton, Macclesfeld, and Maillorseysnek, of divers sums of money, received in lieu of services from the King’s tenants, his remission of felonies and outlawries, and also the occupation by Thomas Wassi and others without authority of the King’s lands, and felling and carrying away of trees.

On the 13th Sept. 1309, the Patent Rolls (Pat. Roll, 3 Ed. II. m. 34d. P.R.O.) have a

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Chairman—continued.

similar Commission, issued to Robert de Bures and Hugh Lemynistre touching the same matter.

On March 1st, 1309, there is a grant on the Patent Rolls (Pat. Roll. 2 Ed. II. pt. 1. m. 15. P.R.O.) to Queen Isabella of the manors of Macclesfield, with its hundred, in co. Chester, Ovretun with the commote of Meillorsneseyk; Rosfeyr with the commote of Meney and Pennaghan with the hamlet of Dolpenmeyn in Wales, to hold as fully as the late Queen Eleanor had held the same.

March 6th, 1309.—The Patent Rolls (Pat. Roll. 2 Ed. II. pt. 1. m. 11. P.R.O.) give the grant to 'Richard de Chaufecire' of the forestership of Maillor Seisnek, lately held by 'William de Howell.'

Doubtless a large portion of Willington and Bronington townships were formerly forest. Domesday mentions a great wood as within the manor of Beddesfield. Large portions must have been destroyed by fire, fire-blackened stumps of trees being often found by the peat cutters in the Fens Moss.

The condition of this part of the country must have been much changed. A paved road was found under a portion of the Moss, and a British canoe in Llyn Bedydd [*i.e.*, Lake of Baptism] which has been greatly reduced in size by modern drainage.

The River Roden takes its rise in Fens Moss.

Oct. 24th, 1316.—There is upon the Close Rolls a writ to 'Edward Earl of Chester the King's son [then aged 4] or his Justice of Chester, to deliver to John de Hinkle, Queen Isabella's bailiff of the manor of Macclesfield all fines, ransoms, and amercements received by them from the men and tenants of that manor, from the time the King committed the manor to her during pleasure.' (Close Roll. 10 Ed. II. m. 22. P.R.O.)

John de Hinkle was also bailiff of Overton, for in 1314–15 an inquest was held before 'John de Hinkle, Ballivo Isabelle Regina Anglie de Overton in Maelor Seysnek.' (Inquis. 8 Ed. II. See "Memorials of Hanmer," p. 9.)

There are several Commissions of Oyer and Terminer, &c. directed to John de Hinkle touching questions in cos. Chester and Salop. (See P.R.O.)

He was sheriff of Shropshire in 1327, and again 20th March 1330 (4 Edw. III.). 'Stoke-upon-Trent was the inheritance of the Hinckleys, a race of knights in the co. of Stafford.' (See Sheriffs of Shropshire.)

1 Feb. 1327.—The Patent Rolls say that Edward III. grants to his mother, Queen Isabella, for life (in furtherance of a resolution of Parliament that for her services in the matter of the treaty with France, and in suppressing the rebellion of the Despencers and others, that the lands, &c. assigned to her for dower should be increased from 4,500*l.* a year, 20,000 marks) of, inter alia, the manor of Overton in co. Flint, of the value of 126*l.* a year. (Pat. Roll. 1 Ed. III. pt. 1. m. 2. P.R.O.)

In 1329 one of the Bulkeleyes of Bulkeley in Cheshire appears as a landholder there.

Chairman—continued.

17 Feb. 1329.—There is on the Patent Rolls a confirmation of a charter, whereby Roger de Bulkylegh granted to Thomas his son in fee tail his lands in Overton, Knolton, Bangor, and Ebystoke in Meillorseisnek. (Pat. Roll. 3 Ed. III. pt. 1. m. 25. P.R.O.)

The grant of Maelor Saesneg was one of those resumed by King Edward III. in 1330. Rymer's *Fœdera* tells us in that year he took into his own hands all the grants that had been made during his minority and that he reduced the exorbitant dower of the Queen his mother to a pension of 3,000*l.* a year. (Rapin's Hist. of Eng. 2nd edit. Vol. I. p. 143.)

We find him re-granting it the same year.

16 Feb. 1330.—Edward III. gave the manor of Overton, the land of Mailor Seisnek, &c., to Eubole le Strange and his wife Alice [daughter and heir of Henry de Lacy, last Earl of Lincoln of that line, and widow of Thomas Plantagenet, Earl of Lancaster], which Eubole was a younger son of John le Strange of Knockyn (Charter Roll. 5 Ed. III. No. 83. Eyton X. p. 245).

Eubole le Strange died s. p. 1335, the manor then went to his nephew, Roger le Strange. He was dead upon 10 August 1349, and by his inquisition it appears that 'he held the castle and manor of Overton, with all the lands in Mailor Seisnick, together with advowsons of the churches of Bangor and Hanmer; all which he held from the Earl of Chester [*i.e.*, Edward Plantagenet, afterwards called the Plack Prince. He died 1376] in chief by the service of half a knight's fee.' (Welsh Inquis. p. m. 23 Ed. III. No. 15. A.D. 1349.)

We find the above-named Roger le Strange re-granting the advowson of Hanmer to Haghmond Abbey in 1342.

License of King Ed. III. 12 May, 16 Ed. III.

'We have granted to Roger le Strange that he may be able to give . . . the advowry of the church of Hanmere, which of us is held in chief to our beloved . . . Abbot and convent of Haghmond.' (Haghmond Cart. License, Ed. III. 1342.)

12 Nov., 16 Edw. III.—'Roger le Strange, Lord of Knokin and Ellesmere, and Maylor Saysenok, greeting . . . to advance the abbey of Haghmond. . . . We have granted them the advowson of the church of Hanmere . . . so that the said convent support for us and ours a perpetual chantry.' (*Ibid.* Donation of Church by Roger le Strange, 1342.)

In June 1347, Roger, the Bishop of Coventry and Lichfield, confirms the gift. (*Ibid.* Confirm. by Roger, Bishop of Coventry and Lichfield, June 1347.)

Roger le Strange was succeeded by his son John le Strange, who married Maud, daughter and co-heir of John Lord de Mohun.

He died 1398. His son, Richard le Strange quarrelled with the Abbot of Haghmond respecting the advowson of Hanmer in 1413–14. The abbot sends his attorney to Shrewsbury Assizes to demand 'the right which the same Richard unjustly deforces from him.'

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The jury decide in favour of the abbot. (*Ibid.* Roll 122. 1 Hen. V. A.D. 1413-14.)

Richard le Strange died in 1449-50. In that year we have his inquisition p. m., and in 1453-4 that of Elizabeth, daughter of Lord Cotham, of Sterburgh, widow of Richard le Strange, and then wife of Sir Roger Kynaston, of Hordley. (Welsh Records. Inquis. p. m. 28 Hen. VI. 1449-50. P.R.O.)

It says that she held on the day she died, together with Roger, then her husband, the manor of Overton Madock and land in Maylor Sasneche of the King as Earl of Chester, by the service of half a knight's fee, because they say that Richard le Strange, now deceased, was formerly seised of the manors and lands in his demesne, together with the advowson of Bangor, together with knight's fees, advowsons of churches, chases, parks, &c., by charter at Overton Madock, dated 8 June, 19 Hen. VI. [1441], they were granted to Durand Curteis and Thomas Blake, who devised and confirmed the same to Richard le Strange and Elizabeth, then his wife, to hold to them and their heirs. (Heralds. Visit. Shrop. p. 295.)

It states that John le Strange was son and heir. (Welsh Records. Inquis. p. m. 32 Hen. VI. P.R.O. Hagh. Cart. fol. 85b and 86.)

He succeeded as lord of Knokyn and Mohun, and Abbot Ludlow concedes to him and to Jacinta his wife (who was daughter to Richard Earl Rivers, and sister to Elizabeth Woodville, queen of Edward IV.) a perpetual chantry in Haghmond Abbey, for which he gave the church of Hanmer as an endowment on 1st Dec. 1476, with the provision that if 'the church of Hanmer should, by rebellion of the Welsh or otherwise be destroyed, or that it should not exceed the annual value of 10 marks, then the chantry to cease.'

John le Strange died in 1477, and was succeeded by his daughter Joan, who married George Stanley, son of the first Earl of Derby. He was summoned to Parliament jure uxoris 1482-1497. The inquisition taken after the death of Ferdinand Earl of Derby, 24th Sept. 1595, states that he was seised of the manors of Overton Maddock and Bangor, otherwise called the manor of Maylor Saisenecke, in county Flint, together with the advowson of the church of Bangor, appendant and pertaining to that manor. (Inquis. p. m. 37 Eliz. No. 2. P.R.O. 1595.) The lordship of Maelor Saesneg continued in the Earl of Derby's family (with the exception probably of Iscoed) until 8 Charles II., when we find a letter from Sir Thomas Hanmer, Bart., to Sir Orlando Bridgeman, concerning the purchase of the manorial rights. (Memorials of Hanmer, p. 86-87.)

It is dated 20th Nov. 1653.

He says:—

'I desire to have the parish of Hanmer, which consist of six townships, viz., Hanmer, Bettisfield, Bronington, Tybroughton, Willington, and Halghton; in the three first I have good houses and demesnes, and in the other three very considerable freeholds. The other

Chairman—continued.

gentlemen that are most interested in this are my cousin Hanmer, whose house of the fens is in this township of Bronington, but I hope that he and I may easily agree. Mr. Lloyd of Halghton, though he resides there, perhaps may be better pleased with the royalties of all Overton parish, where he hath most land, and relinquish Halton to me, being in Hanmer parish, he shall have my interest out to Overton, though I have some estate there. There is no other gentleman in Hanmer but my cousin Dymock, who lives in Willington; I believe he would oppose what he could.

In Worthenbury, Judge Puleston and Mr. Broughton of Broughton are the only persons of quality. In Bangor my Cosin Andrew Ellis must not be forgott, and in Bodidris Sir Evan Lloyd.

As for the other little parcels beyond Dee it matters not who hath them (*i.e.*, Abenbury Fechan, Hoseley, and Marford) in Penley myself and my uncle Roger have most of the town.

There remains only the court baron of Overton to be considered of, which every gentleman may perhaps desire, because it is pretended that all the other towns of Maylor owe suit to that Court, and we are daily of late years called, prevented and fined therein though unjustly.

Because of these pretensions I would very gladly purchase that court to free all my estate from a foreign jurisdiction and occasion of suites for trifles, for many times much money is spent about appearing at courts and suits and services there, which are of little profit to any.

Sir Thos. Hanmer ultimately purchased the manorial rights in conjunction with Mr. John Bridgeman and Mr. Lloyd of Halghton in 1656 for 1,050*l.* from Charlotte de la Tremouille, Countess of Derby, the valiant defender of Lathom Castle for King Charles I.

What became of Mr. Bridgeman's portion of the purchase I do not know, nor of the rights of Bodidris yn Ial, a Flintshire township in the parish of Llanarmon, the property has passed to Lord Mostyn through the marriage of three succeeding heiresses, the first of whom, Margaret was a daughter of Sir Evan Lloyd who died in 1700. (Powis Fadog, Vol. v., p. 132.)

The manorial rights of Lightwood Green, which is partly in Overton and partly in Penley parish, and those of Knolton in Bangor, together with the advowson of Bangor, fell to the share of Thomas Lloyd of Halghton, and descended to his grandson, another Thomas Lloyd, who married Mary Phillips, heir of Gwernhaulod, their daughter Mary conveyed them by marriage together with Gwernhaulod to the Fletchers. Col. Lloyd Fletcher sold most of his property (excepting Gwernhaulod) together with the manorial rights to Mr. Pryce of Brynypys.

Mr. George Salter purchased them from him about 30 years ago, and resold them to the present owner, Edmund Peel, Esq., of Brynypys.

The common of Lightwood Green was enclosed many years ago. (*See Hist. S. Asaph.*)

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The patronage of Bangor was sold by Col. Lloyd Fletcher to the late Marquis of Westminster.

By an arrangement between Sir John, afterwards Lord Hanmer, and Mr. Pryce, the courts leet or manorial courts were held annually at Hanmer, in the old public-house which is now pulled down, but they were discontinued when the new Parish Constables Act, which was passed 13 & 14 Vict., came into full operation, principally on account of the expense connected with them and removed to Overton.

Lord Hanmer tells us that 'the free fishery of the Dee, of the same nature as free warren, once belonged to this manor within its bounds, and the common fishery exercised by the fishermen of Overton and Bangor is a relic of ancient coincident of the claim.'

Lord Kenyon has rights of turbary on the Fens Moor.

The nomination to the vicarage of Hanmer has been in possession of the Hanmer family since September 12, 1424, when it was granted to John de Hanmere and his heirs by Richard Abbot of Haghmond. (Hagh. Charters 2 & 3 Hen. VI.)

There are four Haghmond Charters concerning this.

The Hammers have owned lands in the hundred of Maelor since the time of Edward I. The first who assumed the name of Hanmer was John, youngest son of Thomas de Macclesfield, who was constable of Carnarvon Castle.

This John de Hanmer was grandfather of Sir David Hanmer, Chief Justice of England 1383, whose daughter Margaret was the wife of the patriot Owen Glyndwr.

Time does not suffice to trace their pedigree further. They are entitled, in common with the Pulestons, the Fletchers, the Dymokes of Penley, and the Kenyons (who inherit from Lloyd of the Bryn) by marriage, to the quarterings of several of the noble tribes of Wales.

The Pulestons came from Pilson, near Newport, co. Salop. They have held their lands since 7 Edward I.; in that year we find Richard de Pyvyledon restores to the King all the lands and tenements he held of the King himself in Worthenbury. Ancient kalendars and inventories of the Exchequer, Vol. I., p. 113.

He is described in the Salisbury manuscripts as of Emberhall [*i.e.*, Emral] in 1284.

The same year the forest of Roger de Pyvleston is mentioned in a grant of land at Willington.

Threapwood, a parish which is partly in Flintshire and partly in Cheshire, formed a portion of the Domesday hundred of Duddistan and part of the Domesday forest of Broughton. Until late years it was a tract of waste common and was extra-parochial. It was exempt from all local jurisdiction, and bore formerly an evil name. I heard somebody ask to-day when it was made a parish. I think it was in 1816, but I am not quite sure of the date.

The township of Iscoed in Flintshire contains two salt springs at the Lower Wyche; which are mentioned in the 26th and 27th Report of the

Chairman—continued.

Welsh Records (*see* Arch. Camb. Series 4, Vol. 7, p. 91. 'Iscoed in Maelor Saesneg,' by Canon Lee). The holding of them is not very clear, as they are mixed up with the Over or Upper Fulwiche, which is in Cheshire. They appear, however, to have been held by the barons of Malpas. Urian de St. Pierre (who held a fourth part of the barony of Malpas, in right of his grandmother Idonea, daughter and co-heir of David le Clerc) appears to have held the Lower Wyche of Richard de Sutton, second husband of Isabella his first cousin in free socage, by service of 20*d.* yearly, value 1 mark, in 28 Ed. I. [1299–1300]. It was granted 23 Hen. VII. [1507–8] by his descendant Richard de Prestland to Edmond Dudley. Lord Dudley sold them 18 Hen. VIII. [1526–7] to William Davidson of Chester, merchant, who granted them the following year, for the use of Malpas Grammar School, founded by Sir Randolph Brereton in 1527.

These salt pits were worked until about 35 years ago.

Amongst the Star Chamber trials we find Ralph de Brereton brings an action against Sir Randolph Brereton and others, concerning a water-mill in Maylor Sarsneke, co. Flint, temp. Henry VIII. (Star Chamber proceedings, Bundle 20, No. 98. 1 m.)

There was also a suit (*ibid.*, Bundle 23, No. 182, 2 ms.) concerning a messuage and land in Hanmer, tried in that court 31. Hen. VIII. (1539–50), in which Elyn ap Llewellyn was the plaintiff, and David Lloyd, David ap John ap Gryfyt, Elizabeth Elys, and others, were the defendants.

Traces of the open field system of North Wales still exist in Erbistock and Bangor and Overton.

The tithe maps of Bangor and Erbistock show as late as 1847 the division of the ancient arable into strips or *erws*.

Mr. Neobard Palmer has written a paper with a map describing those in Erbistock. (*See* 'Archeo. Review,' No. 1, March 1888.)

He tells us that most of the strips measure 1 *cyfar*, a local measure still partially used, containing 2,560 square yards. Some, however, measure 2 *cyfeiri*, and others only half a *cyfar*. The name *cyfar* means, co-tillage, *i.e.*, a joint ploughing. It was originally the quantity of land ploughed in a single yoking of the common plough team.

The present strips are now shared amongst five owners, and none of them are subject to the payment of tithe. The rector has about 36 of the strips, which represent the glebe as it was in British times; when 'the priest is to have Christ's tithe.' (Welsh Laws, p. 555.)

Most of the Mear stones have been removed, but some are still standing at the corners of the strips. (Rev. P. Sparling, rector of Erbistock.)

All the occupied land in Erbistock formed in 1270 a *Gwely* of family holdings; a deed was executed that year dated from the Castle, Dinas Brân, in which all 'the heirs of Erbistock' are

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[Continued.]

Chairman—continued.

mentioned as having sold to Howel ap Madoc a certain parcel of land there.

Under the Venedotian Code, 81–83, and Welsh Laws, pp. 740, 741, the patrimony was to be subdivided for three generations of heirs, but time does not admit of the explanation of the Welsh laws. If people would study them more, and see how we 'claimed land and soil by kin and descent' (Welsh Laws, pp. 526–529), they would understand why the Cymro was so careful to keep his pedigree.

I wish to express my thanks to W. Page, Esq., F.S.A., for his able assistance from the Public Records.

Sir John Llewelyn.

57,150. I think the first thing we ought to do is to thank Mrs. Bulkeley Owen for her paper, which is one of the most interesting that we have had, and will constitute a most interesting and valuable record. I will not ask you upon historical questions, because there are other members of the Commission who are far more able than I am myself to do that, but I shall be much obliged to you if you will give us what your practical opinion is as to the general social condition of the country, whether you think it has improved or not of late years?—I think it has very much improved. I can speak more about the women of the district.

57,151. We have seen that there are very excellent cottages round here?—No doubt the cottage accommodation has improved, and that in its turn has improved the character of those living in them. They take more pride in their homes; they like to see flowers in front of their doors, and they take as much pride in their homes as we do in ours. I think the best way in which the good of all classes would be promoted is for one class to work with another class. I think that class acting against class is provocative of great injury to both. We all should live and work together as members of one community.

57,152. In what direction has the social improvement taken place? Would you say it was in the direction of more education, or more opportunities for recreation?—I do not know that it is entirely education. The girls, for instance, are better conducted than they used to be. I think they are more respectable and more careful in their conduct in the farms than they used to be.

57,153. Are there greater opportunities for evening reading?—I do not find that the girls read very much. I think when the day's work is over they are not very fond of reading. It is a good thing to give them nice story books to read when they have leisure. Of course they have very little leisure in the farmhouses for reading except on the Sunday. I think they have risen altogether. They think more of what people think of them, and they are more particular in their conduct. I think there has been a great deal of communication between the ladies and the young girls, and that has perhaps tended to it a little. They consider a great deal more what those above them may think of their

Sir John Llewelyn—continued.

conduct. A great part of the duty of a landlord's wife I consider is to keep in contact with the young girls who leave the parish and go out into service, far away from home sometimes. One of the great means of keeping in touch with them I think has been societies like the Girls' Friendly Society, by which each lady is obliged to keep in touch with every girl who leaves her parish. I spend a great deal of my time in writing letters to girls. I have a great deal to do with them, and the girls write to me. They tell me about their love affairs even, and all kind of things that interest them.

57,154. I presume then your experience extends over a considerable area?—No, it is only in the parish in which I live. I do not live in this parish. I have had something to do with some other parishes lately. I am on the council of the society.

Lord Kenyon.

57,155. The girls you correspond with go to other parishes, that is what Sir John means?—I beg your pardon. Yes, they go all over England. We have a network of communication all over England, but I do not entirely rely upon that. I do not entirely transfer my girls when they go to some lady living in Northumberland, for instance. I find they like to be in touch with their old homes. I write to them in all parts of England about any matter occurring at their old homes which I think will interest them.

Sir John Llewelyn.

57,156. In all parts of England and in other parts of Wales too, I suppose?—Oh, yes, Wales too. They go all over England and Wales. I think if you keep in touch with them, and write about what will interest them, they feel that somebody cares for them. Further, I think it promotes thrift a great deal, because we encourage them very much to save money. A girl came home the other day, and she told me that she was going to be married; she only had a small place, but she had 40*l.* in the savings bank. I said, "That is a great deal for you to have saved." She said, "You first began it, because you made me put a shilling away. I should never have saved if I had not been encouraged when I was a very little girl to do so." She married very respectably, an artisan considerably above the class she was attached to, and there is 40*l.* to pay for her furniture and linen, and so on.

57,157. May I ask if you have interested yourself in reading rooms and such things?—I consider reading rooms very good. I think also clubs in a parish are very good things for the cottagers, but I think they should be allowed to manage them a good deal themselves. There should not be too much patronising. There should be a committee of the working men, and they should be allowed to manage their own affairs, and not be dictated to too much.

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[Continued.]

Sir John Llewelyn—continued.

57,158. As a matter of fact there are such clubs in this part of Wales?—Oh, I think so.

57,159. Is there one here in Hanmer?—I think not.

Lord Kenyon.

One has been started, and it may be started again in the winter; there is no permanent club.

Witness.

I think that young men like games better than they do reading.

Sir John Llewelyn.

57,160. In addition to the Girls' Friendly Society, have you a mothers' union?—Yes, we have a mothers' union, that is, to try to help the mothers. I think these mothers' unions should be managed in the same way, not dictating and saying exactly what people ought to do, but more giving your own experience with your own children.

57,161. May I ask over what area that influence extends, how far it is your mothers' union goes?—It goes over the whole of the St. Asaph diocese, but of course it has not spread to every village in the diocese. It was only started as a diocesan institution last year. There are about 30 branches.

57,162. So that with all that experience you are able to say you think that the social position of the people has been improving?—Yes, I think it is improving gradually. Of course there is room for a great deal more improvement.

57,163. But the tendency is the right way?—Yes, I think so. I think there is a great deal to be done by keeping touch among all classes, and that a great deal of harm is done by making mischief between people.

Professor Rhys.

57,164. I was going to ask if you, in studying the history of this district, have come to the conclusion that it was ever cleared of the original people, or simply that they have become English in speech gradually?—I do not know how the English language came in exactly. I have not been able to prove that. I think the names have always remained Welsh. I fancy the field names are mostly Welsh, and as late as that deed of 1270 all the witnesses who signed it were Welsh. Everyone of the witnesses who witnessed Thomas de Macclesfield's deed are Welsh names.

57,165. I noticed, in passing through the villages, that the names on the sign-boards looked just like the names in the rest of Wales?—Yes.

57,166. But the fact of the field names being mostly Welsh would go to prove, would it not, that the country had never been cleared of its Welsh inhabitants?—Yes. I suppose the field names go on for a long time. They do not change very much.

A 86439.

Professor Rhys—continued.

57,167. Some of the names of the villages are English and some are Welsh?—Yes, and some I think are what I may call Welsh names Anglicised.

57,168. Translated or adapted?—Yes, or made a sort of compound word.

57,169. I noticed one name mentioned in your paper just now, Angharad. Was not that a great name in the pedigrees of this district?—Angharad is a name that appears in many of the Welsh papers, but this Angharad was the daughter of Owen Gwynedd of Gwynedd, in Merionethshire and Carnarvonshire.

57,170. I have identified that name in a very much more ancient form, Hancarate, in a signature in the Book of Saint Chad, as it is called?—Yes, I know the book.

57,171. I do not know exactly where it came into the book, whether in South Wales, or after it had left?—Angharad seems to be an Anglicised form of Angharan.

57,172. I thought Hancarate was an early form, and that it had been kept for Latin use. I do not know that I have anything further to ask you. It is very gratifying to learn what you and Sir Gresley Puleston have said with regard to the improvement in the social state of the district?—Perhaps I ought to have said that Threapwood is quite different to what it used to be when it was exempt from parochial jurisdiction. It has lost its evil name, and is now inhabited by most respectable people. I hope they will not think that I wished to cast any slur upon them.

57,173. I do not think they will entertain that notion. There used to be a good school there, I know?—Yes.

Mr. Grove.

57,174. In developing the influence of clubs, I suppose you find them the more useful the farther they are kept away from public-house influence?—Most decidedly. I think a great deal of the poverty and distress comes from the public-houses. A great deal of the agricultural distress and so on may be debited to the public-houses.

Mr. Seebohm.

57,175. Referring to what Professor Rhys said with regard to there being no disturbance of people, this fact that you mentioned towards the end of your valuable paper that in Erbistock in the division into strips, the cyfars contain 2,560 square yards, which shows that it is the old customary acre of this country, shows a long continuing custom?—Yes.

57,176. And seeing that we have that very same customary acre on the other side of the Dee, in South Lancashire, and that the wedge that was driven in by the Saxon invasion of Chester did not disturb it, so that we have it on both sides—that again is proof that it itself goes back before the Saxon invasion, and therefore that the Welsh system has continued on. Then there is another very interesting little bit of history here in the last sentence but two of

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[Continued.]

Mr. Seebohm—continued.

your evidence, where the rector has 36 of these strips in lieu of his tithes, and the rest of these strips are not subject to tithe. That again connects itself with a very ancient custom many hundreds of years before the Norman Conquest, in which we have records that the tithes were taken in every tenth strip as it was traversed by the plough. It was so in many parts of England, and it is interesting to find that it was so in this district. It is impossible to have heard this very complete history without seeing how very loyal you are, Mrs. Bulkeley Owen, to the Welsh nation, but I just want to ask this one question. Here I suppose Welsh is not taught in the schools?—No, I think not. I do not think anyone speaks Welsh at all in this district. I never heard of anyone.

57,177. Looking at it as a broad question, you would not wish to introduce it in the schools now?—I do not know. I would rather not answer that question. From an antiquarian point of view I should, I do not like the language of my forefathers to die out altogether.

57,178. I can quite appreciate that, but you do not wish any increased separation from England at any rate?—It is very useful of course to know English, because they go out to all parts of England into service, and into trades and so on, and I do not think it would be a good thing for all Welsh people to live exactly in the Principality.

57,179. You would not wish to return to the Welsh language in order to make any distinct nationality, and to separate England from Wales in any way?—No; but I consider that the whole of England belongs to Wales, I consider it is Wales and England, not England and Wales.

57,180. So that you consider England has been conquered by Wales?—Yes, I consider that we hold from the Tudors at the present time. I consider that Queen Victoria holds in right of Henry VII.

Mr. Richard Jones.

57,181. Generally speaking, are the labourers members of any benefit societies?—As regards many of them, they belong to friendly societies, but I think it is a great pity that they are not more careful in—

57,182. Managing?—No, not managing, but in seeing whether the societies are sound or not. Of course, you know that from time to time reports are presented to Parliament showing what societies are sound. I think people are very much tempted to put into a society because some neighbour tells them that it is a large society, such, for instance, as the Foresters: I do not mean to say anything against the Foresters, but they go all over the country, and, therefore people think that one branch helps another, which, of course, you know it does not do. I think that they ought always to see that the society they contemplate joining is actuarially sound before they join it. I am afraid

Mr. Richard Jones—continued.

they are not careful enough in that way, and sometimes when little local societies break, they lose all their savings.

57,183. The labourers should be encouraged to join friendly societies, you think?—I think, certainly they should, and to go in young, because, of course, the payment is smaller.

Mr. Grove.

57,184. Are the labourers of the district here generally men of sober habits?—That I cannot state: I do not live in this parish, and I cannot tell you. I find, working among boys and girls that it is far easier to get the girls to save than the boys. Girls will put a great deal more in the savings' banks than boys put in. Young men have more temptations to spend their money.

57,185. Do you live near the borders?—Yes, I live about 10 miles from the border, in Shropshire.

57,186. You do not know whether there are any infringements of the Sunday Closing Act in the neighbourhood?—There is no Sunday closing where I live in Shropshire. I wish we had it. I am very strongly in favour of Sunday closing, but we never hear of any illicit clubs in Hanmer, or any illicit drinking on Sundays. I think the public-houses are always shut. Probably one of the magistrates would be better able to answer that question.

Lord Kenyon.

I may say that there were six-day licenses here before the Sunday Closing Act.

Mr. Griffiths.

57,187. I cannot help observing in reading your evidence, the different manner in which this word Saisenecke is spelt?—It is not my spelling. I copied it from the documents as it was spelt there.

57,188. Can you tell us which of these is most likely to be most reliable?—The documents come, of course, from the English Record Office, and they were copied by English clerks, or Latin clerks, as the case might be, in days gone by. They are Latin documents mostly, translated, and the Latin clerks were not familiar with the proper Welsh spelling. I suppose the proper spelling would be Maelor Saesneg, would it not. I think as a Welshman you are more likely to know than I am.

57,189. That is what I should say myself, but the English do corrupt our beautiful Welsh language very much?—Of course they do, naturally. As I have explained, the copying would be done by Latin or English clerks, who would be transcribing these documents in the Record Office.

Chairman.

Mrs. Bulkeley Owen, we are very much obliged to you for coming forward and offering this very interesting and valuable evidence.

The witness withdrew.

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Mr. T. G. BOSCAWEN.

[Continued.]

Mr. TREVOR GRIFFITH BOSCAWEN called and examined.

Chairman.

Chairman—continued.

57,190. You live at Gredington, Whitechurch, and you are agent, I believe, to Lord Kenyon?—I am.

57,191. Are you agent for any other estates?—I am also agent for Mr. Williams Vaughan, of Oswestry, whose estate is about 800 acres, the rent of which is about 1,100*l.* Lord Kenyon's estate, which I manage here, is 8,000 acres, and the rental is 10,000*l.* a year.

57,192. We can take it that you have a good practical knowledge of farming?—I think so.

57,193. Your estates extend over a large district?—Yes, I manage about 10,000 acres altogether. I have drawn up a short statement. Shall I go through it?

57,194. Would you kindly read it? Do not go through what we have already heard from other witnesses?—No.

57,195. But anything that is of interest with regard to the neighbourhood and of interest to the Commissioners, please tell us?—I have been agent to Lord Kenyon for eight years. The evidence that I propose to give refers to the counties of Flint and Denbigh, and it also refers to all the estates under my management as well as to my general knowledge and information. I may say that I was born not very far from Wrexham, and I have lived all my life in this district. The estates that I manage are in the hundred of Maelor, Flintshire, and in the hundred of Bromfield in Denbighshire. There is no unenclosed land in this part of the world, and there are no sheep walks. The houses and buildings on the large estates are kept in better repair, and the rents are generally lower than they are on small properties, and more assistance is given in times of depression. Most large land-owners are resident. Language, religion, and politics make no difference whatever. I may say that in letting a farm I have never inquired the religion or politics of the applicant. The date of entry I think you have already heard about.

57,196. Yes, we have had that?—With regard to leases, there is very little demand for them.

57,197. That we have heard too?—I have only been asked once for a lease. I think the tenants feel more free under the agreements, which on large estates are really as safe as a lease. The changes of tenancy have not been more frequent of late years; in fact, on those estates that I manage we have had practically no changes of tenancies at all. In some years we have had no changes at all. This year on the Gredington estate I have one farmer who is leaving, and on the other estate we have no changes whatever. I have a table here showing the number of changes on the Gredington estate since 1886—I mean to say farm changes. The total number from 1886 out of 67 farms is only 13, which includes one farmer who retired in favour of his son, and another man who died. As I said before, there has been no change at all for some years, and there is only one this

year. As regards building, planting, and brick-yards, there is always compensation given, and proper notice is always served. The tenant is always compensated for damage done by timber felling. I produce Lord Kenyon's agreement.

57,198. Will you put that in?—Yes. (*The Witness handed in agreement.*) I have never heard any serious complaints with regard to the clauses, and to the best of my knowledge the penalising clauses have never been enforced.

57,199. Do you think your penalising clauses are strict or not?—I think they are about the usual thing. I always make a point of giving tenants a copy of their agreement before they enter into any arrangement with me, as regards the letting of the farm. I also go as far as this: when I have a man whom I consider to be a suitable applicant for a farm, I give him his agreement, and I ask him to take it home and read it over before he comes to me to take the farm, so that there shall be no doubt as to whether he thoroughly understands that agreement or not. The rent on the Gredington estate varies from 10*s.* an acre to 2*l.* an acre for farm land. We have some market garden land which lets up to slightly over 3*l.* I think the other estates in this district are all about the same. The average per acre is something about 25*s.*

57,200. I see in your agreement you do not allow the tenant to sell hay and straw, but I suppose practically you make no objection?—I think the agreement contains a clause that with permission the tenant shall be allowed to do so.

57,201. It is the 13th clause, and it says that it shall be permitted from time to time?—Yes.

57,202. I suppose practically a good tenant can sell what he likes?—I have never yet stopped a man from selling any, and we should never think of doing so unless we thought that the man was trying to rob the farm—selling everything and putting nothing back.

57,203. You allow perfect freedom in cultivation?—Yes, absolutely. As regards carting, I do not know whether you care to hear anything more about carting.

57,204. I suppose it is the usual state of things, is it?—Well, I should like to point out that in our agreement we have a clause inserted that the tenant is to do so many days' carting in every year for the landlord, but I should also like to point out that that clause is never enforced. It is always done most willingly if we ask a man to help us, just in the same way as one neighbour would help another. Of course we should never think of asking a man to cart for us when he was busy, or if he had a lame horse, or anything of that sort; it is simply done as a neighbourly act.

57,205. Still you retain it in the agreement?—Yes, it has been retained in the agreement. There are a great many tenants on the estate who during the time I have been agent, namely, for eight years, I know have never done a day's

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[Continued.]

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carting. As regards carting for repairs, we always compensate a man if he should leave after having done a lot of carting to his farm, and I have adopted a scale, which has seemed to work pretty well, on the 10 years' system, a sliding scale of 10 years; of course reducing by tenths the total amount. As regards rents, the general way in which we relet a farm is by reletting it at the old rental; we never let farms by tender. As regards reductions in rent, I have a table here which will give the reductions in rent during the last eight years.

57,206. Is that on the Gredington estates?—That is on the Gredington estates. There have been 17 farms the yearly rent of which has been permanently reduced. The total reductions come to very nearly 400l.

57,207. Are they permanent?—They are permanent reductions.

57,208. Permanent reductions 400l. a year?—Yes, about that. As regards abatements in 1885-6, 10 per cent. was returned on a half year's rent; in 1886-7, 10 per cent. was returned on the year's rent; in 1887-8, the same was returned on the year's rent, and in 1893-4, 10 per cent. was again returned on the year's rent. So that they have had $3\frac{1}{2}$ years since 1886 of 10 per cent. returned in addition to various other allowances which have been made from time to time for bone manures in special cases of depression. We hold our rent days from 5 to 10 weeks (it varies in different places) after the date of the rent falling due. The sizes of farms in this district run from 20 to 270 acres, which gives an average of about 100 acres.

As regards the labourers, we find that they are rather scarcer than they used to be, and that they are dearer, I mean to say that they want more wages. I think I may say that all the fences and ditches and so on on the estate are in very fair order, but we find that the tenants expect more help from the landlord than I believe was formerly the case. There is no uncultivated land in this part of the world that I am aware of. A large amount of land has been laid down to grass, in some cases whole farms, which has resulted in a great scarcity of buildings, and consequently has been the cause of expense to the landlord. The cause of laying down to grass has been the low price of corn, and the fact that dairying, which is the staple trade of this country, pays so much better. As regards improvements, I am prepared to answer any question upon the custom of the estates. There is no contracting out of the Agricultural Holdings Act, except out of section 33 in some cases, but we always give the tenant the chance if he likes, of having a year's notice—just whatever he prefers; we do not care in the least which it is. Farmers occasionally apply for consent to specific improvements, and we give them such consent as a rule. Allowances are all provided for by agreements which follow the custom of the country, or by the Agricultural Holdings Act. In Lord Kenyon's agreement we have a scale which provides for the allowance the tenants should receive back. That scale was drawn up

Chairman—continued.

originally by the Shropshire Chamber of Agriculture.

57,209. That is a sort of custom of the country then?—It practically amounts to that. Game is preserved to a certain extent in the district, of course subject to the Ground Game Act, and wherever there has been any case of damage, I think I may say that the tenant has always been compensated.

An extremely good feeling exists with regard to the game between landlord and tenant. The tenants are only too pleased, I believe, to do anything they can to assist in preserving the game. As regards agricultural depression, we have had butter and cheese-making lectures and demonstrations in this district. I may add that at one of those classes I was the local secretary, and I attended several of the demonstrations, and everything went off very well. I think it has been very beneficial to the neighbourhood. I hear that many farmers have adopted the system which was then shown with very good results. I do not know of any combination amongst the landlords not to accept tenants, or amongst the farmers or labourers to fix wages. There are very few peasant proprietors or freehold farmers in this part of the world. The great proportion of the district belongs to about half a dozen large estates. The tenant farmers' wives generally dairy, and children work at home, and are very often started on farms by their parents. I believe that present rents could be maintained if wages were paid to the children, because we see a great many farmers with no children paying wages, and doing remarkably well. Cottage accommodation is slightly deficient. I believe the reason that more cottages have not been built in this district is simply because landlords have had so much farmwork to do—so many buildings to put up—in consequence of the large amount of land that has been laid down to grass. Of course for that we were obliged to provide buildings for the stock therefore we have not been able to devote very much money to building cottages. As regards small holdings, I have a note here that we have on the Gredington estate cottage holdings which have attached to them grass land ranging from 2 to 16 acres, and we have 34 cottages which have less than 2 acres. That is, in one or two cases they have perhaps a garden, and about half an acre, or perhaps an acre of grass land.

57,210. None less than one acre?—No, when they are less than one acre they are simply cottages and gardens.

57,211. Yes, there is nothing less than an acre of grass of course?—No, this calculation does not include any cottages that are let with the farms. We have a certain number of cottages that are let with the farms, and which are included in the farmer's rent. I have not in that calculation included those at all.

57,212. These cottages are let direct from the landlord?—They are let direct from the landlord. We have something like 91 cottages.

57,213. That is the total number, 91?—Yes.

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[Continued.]

Chairman—continued.

57,214. Then how many cottages do you let with the farms. Have you any idea?—I have not got the number.

57,215. You do not know?—I do not know now. I can find out of course. I should say that we had not more than a couple of dozen that we let with the farms.

57,216. Just let for the stock-man, and so on?—Yes, for the shepherd, the waggoner, and so on.

57,217. That is, I suppose, three cottages with a farm—that is all?—It is more often two.

57,218. All the rest of the cottages are held direct from the landlord?—Exactly. There is no doubt that the labourers have left the country districts and migrated into the manufacturing districts, and we find that is more so every year, that they tend to get away into the towns. As regards the general relations between landlord and tenant, I think I may say that they are most friendly, and I think that this is proved by the very large demand that there is for farms in this district. The demand is very greatly in excess of the farms to let. You see that in eight years we have only had 13 changes and I never go to any of these adjacent market towns without receiving one application for a farm. I have on my books now, I think I might say, 30 or 40 names of eligible men whom I would put into any farm that we had to let. The moment a farm is to let it is snapped up. I think also the very few changes of tenancy show the friendly relations between landlord and tenant.

57,219. You say there is a great demand for farms on Lord Kenyon's estate?—Yes, and I believe I may say on other estates too.

57,220. I should like to know about that. Is that general through the district?—I think so.

57,221. Is it not confined at all to one or two estates, but it is general all over the country?—Fairly general I think.

57,222. The farms around here are not very large, are they?—No, they average about 100 acres.

57,223. That will be a small farm?—Yes, we do not call anything a big farm about here, unless it is over 200 acres.

57,224. Do you find that these small farms are most greedily snapped up than they would be if they were 500 acre plots, or say 250 acres?—Yes, I find the small farms of from 70 to 100 acres are more easy to let.

57,225. They are mostly grass?—Yes, dairying of course is the chief thing. They are mostly grass, but on most farms there are a few fields ploughed to grow a few roots and straw, but we have farms that have not a single acre of plough on them—which are entirely grass.

I should also like to point out that I think the regular way in which rents are paid proves the very friendly relations between landlord and tenant. I may say that in 1891, although as I think I mentioned before Lord Kenyon's rent roll is 10,000*l.* a year, I had not a single arrear on the estate, which means that I went, each rent day, to collect so much money, and I brought

Chairman—continued

it away each time. In 1892 there was only one arrear on the whole estate, and at the present moment I think we have three, but those arrears are chiefly owing to the bad times last year, and also we have told them not to be in a hurry to pay—not to sell anything at a loss—and that we are quite prepared to wait for their convenience, and to take the money when it suits them to pay it. With regard to one of the two other estates (that is a smaller estate of the trustees of the late Mr. Nixon) I have been agent there for four years, and there has never been any arrear at all, every rent day we have collected the full amount of money, so that I think that shows that the relations between landlord and tenant cannot be very far wrong.

57,226. It also shows that the land is fairly rented too?—I think so. I have here a table of the expenditure on Lord Kenyon's estate. I asked Lord Kenyon whether he would like this put in, and he said he would. With your permission I would like to read it.

57,227. Yes, if you please?—The total expenditure from the year 1887 to 1893 has been 8,420*l.*

57,228. That is keeping up the estate, is it not?—That is keeping up the farm and cottages. During that number of years we have received in rent 66,700*l.* That works out to an expenditure equal to 12½ per cent.

57,229. Does that include all those new buildings that there are about there?—Yes. Then I should like to point out this, that of course that 66,000*l.* which we have received is the net rental received, but Lord Kenyon has to pay a very large number of annuities on this estate. There is also the tithe to pay out of that, and the income tax, deducting the tithe, the income tax, and the annuities, which three items amount to 31,362*l.*

57,230. That is from 1887 to 1893?—Yes—deducting that amount from the 66,700*l.* it leaves the net income from the Welsh estates for seven years, 35,338*l.*

57,231. That is the net income?—That is the net income for seven years. Now taking the expenditure represented by the amount which I gave before of 8,420*l.*, that works out on the net income to an expenditure of something like 24 per cent.

57,232. Yes, it does. That is the 12½ per cent. on the gross?—On the gross actually received, but on the net that Lord Kenyon puts in his pocket he has spent about 24 per cent. I think that is all the evidence I am prepared with.

57,233. I should like to ask you about one thing which seems a speciality in this district, and that is with regard to these small fields that you attach to the cottages. Do you consider them a great and special advantage to the agricultural population?—I think they are, certainly.

57,234. Will you go as far as to say what Sir Gresley Puleston said, that he had never known any man come to poverty who kept two or three cows?—I cannot say that I ever have.

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Mr. T. G. BOSCAWEN.

[Continued.]

Chairman—continued.

57,235. It puts the labouring population in a very much better position?—Yes, and it makes them stick to their work very much better; if a man has a home and a cow or two he is not so likely to leave his work, and is more likely to stick to his master and do his best for him.

57,236. Mr. Wickham told us yesterday that the farmers are not at all willing to give up this land to the labourers, and that it is not a popular move at all so far as the farmers are concerned; but in consequence of Lord Tollemache's action they are obliged in Cheshire to do so, or else they cannot get a good man?—Yes.

57,237. Do you think that is the case as a rule?—Yes, I think the farmers do not like losing a portion of their farms, but they see plainly now that if they want to keep men they must give land for them, and most of them who have the cottages, I think, would be quite prepared now to give up a piece of land to put to the cottages.

57,238. This principle has been going on for a great many years on this estate; it is not a new principle on this estate?—No.

57,239. And Lord Tollemache, as I understand (I knew him well), had great opposition from the farmers of the district when he introduced this plan on his estate?—Yes.

57,240. That is so?—Yes, I believe so.

57,241. But the farmers are gradually getting round to see that it is a good thing for the farming population as well as the labouring population. They are getting to see that by degrees?—Yes, I think so. That is my opinion certainly with regard to this district.

57,242. But still the old feeling exists against it?—To a certain extent. They do not like to part with any part of the farm.

57,243. They would not willingly part with any portion of the farm to accommodate the labourers?—Possibly not, unless they saw that they were going to benefit themselves by it.

Mr. Richard Jones.

57,244. Which do you consider best, a cottage with from 2 to 16 acres of land or a cottage with something under two acres. I think you say that there are 34 cottages upon the Gredington estate with land less than two acres?—Yes. When I say less than two acres you know that two acres include the garden.

57,245. Would two acres, including a garden, be sufficient to keep a cow?—Yes. It arises in this way, sometimes there has been perhaps a small portion of waste land that has not been cultivated, and that has been laid down to grass at some time, and added to the cottage—to the holding. It is very curious, but we have several cases where they have half an acre or three-quarters of an acre of grass land belonging to them. These small holdings are not of recent date, none have been created during the last 10 years.

57,246. What would they do with that half acre of grass land?—They generally mow it and sell the hay, or perhaps take in a neigh-

Mr. Richard Jones—continued.

bour's cow to graze for a bit—something of that sort. It is a certain amount of profit to them, but of course not very much.

57,247. Not very much?—No.

57,248. Is that half acre ever manured?—

Well, it generally gets some manure because as a rule if the man is a wise man he will get one of the neighbours to buy the hay on the condition that he has the manure, or he makes some arrangement of that sort.

57,249. Yes, that is what I wanted to know. But as a rule it is better to have a cottage with sufficient land attached to keep a cow?—Certainly.

57,250. There would be more demand for a holding of that kind, of course?—Oh, yes; those are the holdings for which we have the greatest demand—small holdings under 10 acres.

57,251. Upon any of these small holdings, do they cultivate the land?—I do not think there are any that are cultivated.

57,252. The people that live on these small holdings of between 2 and 16 acres, would be labourers who would be working on adjoining farms?—Yes, or about here on the estate. We employ a large number of men on the estate; all our labourers live round about, and they almost all of them have one of these holdings from 2 to 16 acres, but the generality of the tenants of those holdings are labourers of some sort or another.

57,253. Or mechanics?—Yes.

57,254. How do they dispose of the produce of the milk, the butter, or the cheese that they make?—I believe they generally make butter and they send the butter to market.

57,255. To Whitechurch?—To Whitechurch, or other places, according to which market town is nearest—some to Wrexham and some to Ellesmere. They send it once a week to market. There is generally some man in the district who goes round and collects all the butter, and takes it in for them.

57,256. You find that there is no desire to migrate among the people who have these holdings?—No, I think they are very stationary.

57,257. And you would recommend the adoption of this plan as far as possible?—I would recommend it as far as the benefit to the people goes, but from a financial point of view I could not recommend it to a landlord, because there is no doubt that it is a great expense.

57,258. You say that you have very few cases of tenants being in arrear, are you in a position to know how those tenants stand with the different tradesmen?—No, I am not, I never inquire.

57,259. Is there a feeling of satisfaction with regard to the Agricultural Holdings Act in the district?—I believe so. In the few cases which I have had anything to do with it seems to have given satisfaction, but in regard to the great number of big estates their agreement provides a scale similar to the one that I have put in.

57,260. So that there is not much necessity to put the Act into operation?—Not much; isolated cases, of course, have occurred.

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[Continued.]

Mr. Richard Jones—continued.

57,261. I think you say that you have received notice from some tenants asking for consent for specific improvements?—Yes; I have.

57,262. What would be the nature of those improvements?—As a rule they are for hay bays, galvanized hay bays. We have always given permission to erect them as tenants' fixtures to be either removed at the termination of the tenancy, or to be sold to the landlord or the incoming tenant at a valuation to be fixed by an impartial man.

57,263. What about the laying down of land to grass?—The laying down of land is one of those improvements which a tenant cannot make unless he has permission; if he lays down land to permanent pasture without permission he cannot claim for it at all.

57,264. No, but in cases where land has been laid down has it been laid down at the landlord's expense?—Well, it has been done in various ways. I always recommend now the giving of seeds by the landlord on the condition that the tenant will do the labour, and provided of course that he has a certain amount of use out of the field there is no claim made. That has always worked very satisfactorily. I have given this spring something like 40*l.* worth of seeds to a large farm near Wrexham on those terms, but in other cases the farmer has bought the seeds and laid the field down entirely at his own expense. Of course then he would have to be compensated when he left for whatever the unexpired value was that remained in the field.

57,265. And of course it would be assessed by valuation?—It would be a matter of valuation. We had a case here about five years ago on a large farm on which the tenant had laid down a very large quantity of grass; the tenant and myself agreed on a valuer, and he valued the improvement, and his valuation was paid by Lord Kenyon to the tenant.

57,266. In cases where you supply the seeds you would exercise of course a good deal of care, and see that the land was well prepared?—I always do that.

Mr. Grove.

57,267. Do we gather from you that you think there is sufficient labour on the land?—Yes, I think so, except at harvest time. There seems to be rather a scarcity then.

57,268. Do you think that increased fruit culture could be carried out with any advantage in this district?—No, I think not. The price of English fruit is so small that there is a very great difficulty in selling it.

57,269. In reference to the changes on the estate, you spoke of one change in consequence of death. I suppose if there is a death you give the farm if you can to a member of the family, as a rule?—Yes. I believe that in this case that I referred to, the farm was let to the widow and the eldest son as joint tenants.

Mr. Grove—continued.

57,270. How long is it since the agreement you have put in was prepared? Was it prepared since you have been agent to the estate?—Yes, it was prepared just at the time that I became agent. It is the same agreement almost exactly word for word which is in force on Lord Brownlow's estate, the adjoining estate here, which is one of the largest estates in Shropshire.

Professor Rhys.

57,271. You mentioned that at harvest time there might be a difficulty in getting enough labour. Do the farmers about here ever engage Irish labour for the harvest?—Yes, I believe so, when they can get it they are very glad to have it.

57,272. Of course a good many of the farmers' sons go into other occupations?—I believe so.

57,273. They cannot all have farms?—No.

57,274. What becomes of them, do you know?—The farmers' sons?

57,275. Yes, the farmers' sons who leave. What do they take to generally?—I think as a rule a farmer's son tries, if he possibly can, to get a farm in the neighbourhood, and then hopes to by degrees get a farm in the old district again. I find that is constantly the case; they take farms further away, because they cannot get one perhaps in the adjoining neighbourhood, and then when the opportunity occurs they come nearer home.

57,276. Do the farmers' sons mostly go in for farming?—I should say so.

57,277. Do they not go into various branches of trade in the towns, and so on?—Possibly some may become shop-keepers, and so forth.

57,278. But by preference they try to get farms?—I think so.

57,279. As to the farmers' daughters, they do not all have an occupation at home, I suppose? What becomes of them; do any of them go away?—I really could not say.

57,280. Do they stay at home and help?—As a rule the farmers' daughters are dairy maids and make the cheese and look after the house generally.

57,281. With regard to the dairies, what have you to say?—I think the dairy accommodation in this district is very good. It has been very much improved in the course of the last 10 years with regard to construction.

57,282. In consequence of what?—I think in consequence of the fact that dairying pays so much better, and that so much more attention has been directed to it.

57,283. Is there a general improvement arising from the competition, and from the farmers own wish to improve the chances of selling their produce?—Quite so.

57,284. It is not by reason of any systematic reform?—Are you referring to the construction of the actual buildings?

57,285. Yes?—Well, I think that the landlords have had their attention directed to dairying, finding it is the staple trade, and they have

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[Continued.]

Professor Rhys—continued.

met the times and done what they could to improve the accommodation.

57,286. Is that so on your estates?—That is so on Lord Kenyon's estate, and on the other estates in the neighbourhood.

57,287. Do you know that yourself?—I know of that as a fact.

Sir John Llewelyn.

57,288. Has your expenditure been large in altering the farm buildings on account of the laying down to permanent pasture?—Yes, it has.

57,289. Of course it involves the alteration from barns to cow-sheds?—Yes.

57,290. That has been a considerable expense within recent years?—I should think the alteration of barns to cow-sheds has been one of the chief items.

57,291. Yes, that is one of the points I was coming to. It has been the principal item in repairs?—Yes.

57,292. You make your own bricks?—We do.

57,293. And all the buildings about here are of brick and not of stone?—They are all of brick.

57,294. Do you find it a good, durable material?—Yes, we do. They are good country bricks.

57,295. I was going to ask about the form in which you apply phosphates to the land; you bone the land, but what is the form of boning?—They generally use boiled bones.

57,296. Is there a chemical manufactory in this district?—Not just in this immediate neighbourhood.

57,297. Where do you get the bone from?—It comes from various big firms in the neighbourhood, Procter and Rylands, and Vickers, Manchester, and sundry other big firms.

57,298. There are various forms of phosphates?—Various forms of phosphates.

57,299. What do you call it?—It is called boiled ground bone.

57,300. How long do you consider that particular form of bone applied to the land will retain its virtue?—I have not got the scale before me, but the scale in our agreement gives that.

57,301. Would you tell me from the scale (*handing agreement to witness*)?—Boiled ground bones applied to pasture land lasts for four years, boiled ground bones applied to meadows mown lasts for two years; in the last year of the tenancy a tenant would get back two-thirds of the value, and in the last year but one one-third.

57,302. Then as to that agreement, is that always enforced, or is it sometimes modified between you and the tenant?—The scale—the schedule?

57,303. No, I do not mean the scale, but the ordinary penalising terms of the agreement?—Yes, we are always open, if a tenant objects to any particular clause, to modify it.

57,304. As a matter of fact you have sometimes modified it?—Yes, I think if required I can produce a dozen that have been modified.

Mr. Richard Jones.

57,305. Just one question; to what do you attribute the depression in agriculture. Sir Gresley Puleston told us that he attributed it entirely to bad trade?—I think it is a very difficult question to answer, because there have been so many different remedies mooted, but I think it is chiefly owing to the very large import of foreign food. If we could have some slight protection I think it would be a great advantage.

57,306. Do you think there are any other causes besides the importation of foreign produce?—I think the rates press rather heavily sometimes on a farmer. The way that a farmer is rated is rather heavy compared to the way that other people are rated, a farmer is assessed on such a big amount as a rule.

57,307. Is there any other cause in your opinion?—No, I believe that the chief reason of the depression is the imports. I do not think there is any other cause.

57,308. Do you think that bad seasons have had anything to do with it?—Of course those also assist, no doubt, to cause bad times, but I think the primary cause is the enormous foreign imports of food that come in, they drive the home productions out of the market altogether.

57,309. Is there a good deal of foreign produce consumed in this district—Indian corn or foreign hay for instance?—Yes, an enormous quantity, and of foreign meal. There is an enormous quantity of foreign meal used.

57,310. Is it not an advantage to the farmers that it is so cheap?—Possibly; but on the other hand it is nothing like as good as the home grown article.

57,311. Do you think we grow sufficient produce for consumption at home?—No, I do not suppose we could, but still I think that a great deal more might be grown, and a much better price might be got for what is grown if there was a slight impost.

57,312. You think that if we got a better price it would give an impetus to farmers to pay more attention to the raising of corn?—Yes, I think so.

Sir John Llewelyn.

57,313. I suppose your industry is principally the dairy industry?—Yes, on this portion of the estate it is.

57,314. Then in other parts is the principal industry meat production?—There it is more feeding. Lord Kenyon's estates are almost equally divided between Flintshire and Denbighshire. This is the Flintshire portion, and the other, the Denbighshire portion, is the other side of The Dee—it runs right up to Wrexham.

57,315. The meat producing industry is much more liable to competition than the dairy industry?—Yes.

57,316. Is that your opinion?—Yes, I think it is.

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[Continued.]

*Chairman.**Chairman—continued.*

57,782 57,317. The following questions are handed in by Mr. Vincent: "How many men, roughly speaking, are employed on the Gredington estate?"—I think of all sorts you might say from 40 to 50.

57,318. "And how much is spent in wages roughly?"—I think the average fortnightly

pay is about 50*l.*, that would be about 100*l.* a month.

57,319. 1,200*l.* a year, or rather more than 1,200*l.* a year?—Yes, it is almost exactly that. We pay our men every alternate Monday and the pay sheet would average I think throughout the year about 50*l.* a fortnight.

The witness withdrew.

Adjourned for a short time.

Mr. JOHN BECKETT called and examined.

*Chairman.**Chairman—continued.*

57,320. Where do you reside?—Brook Farm, Willington Malpas.

57,321. Are you a tenant farmer?—Yes.

57,322. Do you occupy 45 acres under Colonel Hughes?—Yes.

57,323. You agree with a great deal of the evidence we have had, and you want to give evidence about your own farm?—Yes.

57,324. There is no unenclosed land in the district which could be profitably cultivated?—No.

57,325. The usual date of entry is the same?—The 2nd of February.

57,326. Agreements are most common?—Yes.

57,327. You know of no case where leases have been refused?—No.

57,328. You consider yourself safe under your present landlord?—Quite safe.

57,329. Do you object to any part of your agreement?—No.

57,330. You have a copy of your agreement?—Yes.

57,331. Has this agreement been explained to you?—Yes.

57,332. Is the rent fixed at a lump sum?—Yes.

57,333. Are there any services except the payment of rent?—None whatever in my case.

57,334. Farms are not let to the highest bidder?—No.

57,335. What has your rent been for the last 60 years?—My rent is the same as it has been for the last 60 years or more.

57,336. How much have you paid for those 45 acres?—There has been some land bought the last few years. The original rent was 60*l.* a year for 40 acres, or something less than 40 acres. 72*l.* is my rent now for what has been purchased.

57,337. Have you had any abatements?—I received 12½ per cent. abatement a few years back, in 1888, and 10 per cent. in last May.

57,338. Have the local rates increased or diminished?—I consider they have increased the last 25 years.

57,339. Has there been any consolidation?—No.

57,340. And no sub-letting?—No, not in my district.

57,341. When do you pay your rent?—This autumn rent is due the 2nd of August. I generally pay it in November. The rent day is postponed.

57,342. You have four months' grace?—Something like that—three months.

57,343. Have you enough labourers or not?—I consider labourers are scarce in my district.

57,344. There is no land going out of cultivation, you say, and no waste land which could be profitably reclaimed?—Not in my district that I am aware of.

57,345. You say arable land has been laid down in pasture because it pays better?—Better than grain.

57,346. Root crops have increased?—I consider they have.

57,347. Can you tell us anything about your improvements?—Improvements such as buildings for stock, gates, posts, and manure have been paid for by the landlord.

57,348. What improvements have you made yourself on your farm?—Well, I have laid out a good deal of money in bone and manure for the land.

57,349. You consider you have improved your farm?—Yes, I have improved it considerably.

57,350. It is a better farm than when you first took it?—I consider it worth more money than it was.

57,351. Do you know anything about the Agricultural Holdings Act. Is it of any use to you?—I do not think it is.

57,352. Does the agreement contract out of the custom of the country?—No, not at all.

57,353. Will you tell us what the custom of the country is?—The custom of the country as to growing crops, tillage and cultivation, manure and produce left by the outgoing tenant, permanent improvements, the right of incoming tenants, the rules of cultivation, dilapidation, and sale of hay and straw or other produce is the same as my agreement.

57,354. Practically your agreement is the custom of the country?—Just so.

57,355. Have you any trouble about the game?—No trouble whatever.

57,356. I daresay you know of some farmers without sons who have managed to live and pay

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Mr. J. BECKETT.

[Continued.]

Chairman—continued.

their way?—Oh, yes; I should think there were some.

57,357. Have you ever thought about a land court?—I do not consider it any benefit in this part of the country.

57,358. It is not wanted in this part of the country?—I do not think so—so far as I am concerned personally.

57,359. Do you think in other parts of Wales a court would be beneficial?—I would not like to speak in general terms.

57,360. What is your opinion of the cause of the present low prices?—One chief cause I consider to be the foreign competition—so much produce sent from abroad; but there are other things in connexion with it I have no doubt.

57,361. That you think to be one of the chief causes?—One of the chief causes.

57,362. Can you mention any other cause?—I think there is a deal to be said about the disputes in trade in the country. I think that has a very bad effect on the trade of the country, and in the sale of farm produce.

57,363. You cannot sell your produce here when there is a strike going on?—Well, not so well.

57,364. There is not so much money to spend?—Just so.

Mr. Griffiths.

57,365. You speak of your landlord paying for manure? He does not pay for all your manure, does he?—No.

57,366. What did you mean when you said that he paid for the manure?—I once asked my landlord to allow me something, and he very kindly allowed me some bone manure. He has always been very kind to me. If ever I have asked him to do anything for me he has willingly done it.

57,367. Are the farmers who have no children at home as well able to provide for their children when married as those who have children at home?—I cannot answer that very well. I have a good large family, and I do not think I can provide for them very well out of farming—not at present prices.

Mr. Griffiths—continued.

57,368. Still you do not pay them any wages, do you?—No; well, my children are only just growing up—just beginning to work.

57,369. Are the children of small farmers able to be as regular in school as the labourers' children, do you think?—Oh, yes, I should think so.

57,370. They are not obliged to stop at home to do some work occasionally?—No, I do not think so. I should not think that would be a just cause for keeping them from school.

Mr. Richard Jones.

57,371. You would not consider the circumstances of the tenant farmers so good now as they were 20 years ago?—I consider the last 10 years to be very much worse for farming than it was before: at least I can only speak personally.

57,372. Taking the last 10 years, do you think the rent paid now is too high—I mean, if you struck an average for the last 10 years—that is, would it leave a sufficient margin of profit now for the farm, taking that period?—It just depends very much what farm it was, I consider if they were at a very big expense for labour it would take them all they could do to pay their way. Of course, in a small place like mine we do the labour ourselves, and I consider we are better able than the larger farmers to pay our way.

57,373. Who do you mean by yourselves?—Myself and my wife and my family. We do the work ourselves on my farm principally.

57,374. You think if you had to pay for labour you would not be able to do it?—Not as the prices are at present.

57,375. So that you are practically better off because you have children employed on the farm?—Yes.

57,376. If you were to pay those children their full wages you would not be so well off?—You see my children are young. They could not go out to earn wages. They go to school and do the work as well—the greater part of them.

57,377. You carry on dairying chiefly at your place, I suppose?—Yes.

The witness withdrew.

Mr. JOHN HUGHES called and examined.

Chairman.

57,378. Where do you live?—Sycamore, near Wrexham.

57,379. You wish to give evidence for your father?—Yes, Thomas Hughes, Sycamore.

57,380. And also for Mr. Robert Williams?—Yes, for Mr. Robert Williams, of Tin y pistill.

57,381. Who are both tenants on the Plas Madock Estate?—Yes.

57,382. Is that Colonel Hughes' property?—No Sir Watkin Williams Wynn.

Chairman—continued.

57,383. There is no unenclosed land which could be cultivated with profit?—No.

57,384. There are no rights of sheep walk?—No rights of sheep walk.

57,385. I suppose I may take it from you that politics language and religion do not make any difference between you and Sir Watkin?—None whatever.

57,386. I suppose the usual date of entry is the same with you:—February the 2nd for land and May the 1st for the house?—Yes.

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Mr. J. HUGHES.

[Continued.]

Chairman—continued.

57,387. Are there any leases?—No.

57,388. No cases of farmers asking for leases and being refused?—No.

57,389. Do they feel they are quite safe under Sir Watkin Wynn?—Yes.

57,390. Will you put in your agreement?—I have a copy. (*Handed.*)

57,391. We have had Sir Watkin's agreement. You do not object to any part of that agreement?—Not at all.

57,392. This agreement is probably explained to new tenants when they take a farm?—Yes.

57,393. The rent is fixed at a lump sum, and the holdings we know are not let to the highest bidder. Has your rent been raised or reduced?—Reduced.

57,394. What is your rent?—My father's rent is 42*l.* a year, and Robert Williams' is 75*l.*

57,395. Tell the Commission very clearly what the acreage of each farm is and what the rent is. Who is the tenant of Tyn y pistill?—Robert Williams.

57,396. How many acres has Tyn y pistill?—67 acres 1 rood 33 perches.

57,397. And the rent?—75*l.*

57,398. Who is the tenant of Sycamore?—Thomas Hughes.

57,399. What is the acreage?—56 acres 1 rood 26 perches.

57,400. What is the rent?—49*l.* 9*s.*

57,401. There is no consolidation of farms?—No.

57,402. You do not sub-let any portion of your land?—No.

57,403. The rent is not paid until three months after it is due?—Quite so.

57,404. Are labourers scarce or not?—There are plenty of labourers always.

57,405. There is no land going out of cultivation, and no waste land capable of profitable reclamation?—None whatever.

57,406. No arable land has been laid down to pasture in your neighbourhood?—Very little about our neighbourhood.

57,407. The landlord, I take it, does all the repairs and improvements?—All the repairs and improvements are done by the landlord.

57,408. Do you do the haulage?—None whatever.

57,409. All you do is to improve the land?—Improve the land, I work on the land, and improve it.

57,410. Do you consider they have improved their holdings since these two gentlemen have been tenants?—Yes.

57,411. You know nothing about the Agricultural Holdings Act?—Nothing whatever.

57,412. Is there any trouble about the game?—None whatever.

57,413. Will you tell us what you think about the establishment of a land court. Would you like to have a land court, or do you think it is unnecessary?—We do not want one, we are quite satisfied as we are.

57,414. What do you consider the cause of the present low prices?—Because so much produce comes from abroad.

Chairman—continued.

57,415. There is nothing else you wish to state on that head?—No.

Sir John Llewelyn.

57,416. Is the schedule to your agreement based on the custom of the county? Is there in the agreement a schedule for unexhausted improvements? I mean in case you left the farm would you be repaid a certain amount for unexhausted improvements?—Yes.

57,417. Is that based upon the custom of the country?—Yes, about our neighbourhood.

57,418. Mr. Beckett, the last witness, is on the same estate as you?—No, we are under Sir Watkin Williams Wynn.

57,419. Have you a schedule attached to your agreement?—Yes.

57,420. Is the custom of the country to have a schedule?—Yes.

57,421. Can you tell us whether that has been adopted by any Chamber of Agriculture?—No, I cannot.

Professor Rhys.

57,422. Where do you live?—Sycamore.

57,423. What is the name of the other farm?—Tyn-y-pistill.

57,424. Do you talk Welsh?—Yes, I am a thorough Welshman.

57,425. Where were you born and bred?—Close to where I live now.

57,426. In what parish is that?—Ruabon.

57,427. There are no people who talk Welsh about here?—I have not heard any since I have been here to-day.

Mr. Richard Jones.

57,428. You would not be able to say whether this schedule in your agreement was really the custom of the country or a scale which has been made to meet the cases on Sir Watkin's estate?—No; both Robert Williams and my father agreed to that agreement.

57,429. You say that labourers are not scarce?—They are not in our district.

57,430. You have to pay them rather high wages, do you not, inasmuch as you are near works?—Well, in harvest time, 15*s.* a week. That is a man who can use a scythe. In the harvest time—hay or corn harvest—we can have them for 15*s.* a week.

57,431. You have made no improvements at all on your farm—at least your father has, not?—Well, we improve the farm.

57,432. Nothing but the soil?—The soil and the land for the benefit of growing good produce.

57,433. You have never done any hauling to any building?—No.

57,434. Does the landlord do that?—The landlord does all.

57,435. Does he charge any per-centage when he erects a building?—No.

57,436. He does not raise the rent?—No.

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Mr. J. HUGHES.

[Continued.]

Mr. Richard Jones—continued.

57,437. Are you satisfied with the accommodation?—Yes, we are.

57,438. Have you had any buildings erected lately?—We have had a new house and all the buildings re-roofed about five years ago.

57,439. Had you any additions to the buildings?—Yes—more buildings than we had previously.

57,440. I suppose you require more buildings because probably you keep more stock?—Well, we have had more.

57,441. You have had more what?—More buildings than the old buildings.

57,442. They are quite sufficient for what you require?—Yes, quite sufficient now for what we require and for the land.

57,443. Have you had any Dutch barns erected?—No, we have no Dutch barns.

57,444. Have you ever applied for one?—We never asked for one.

57,445. You would like to have one?—It would save us a lot of thatching, would it not?

57,446. By-and-by probably you will ask for one?—Well, we might by-and-by.

Mr. Griffiths.

57,447. Is not the thatch rather more expensive than the thatching this year?—Well, we have saved plenty of straw to thatch our hay and wheat so far.

57,448. Very few have done so, I should think. Have you had any abatements in your rent at all?—Yes, 15 per cent.

57,449. For how many years?—This last two years.

57,450. Is your farm chiefly a dairy farm?—Yes.

Mr. Griffiths—continued.

57,451. Do you purchase much food for your cattle, such as bran, and so on?—Yes, in the winter time. Last year the produce was rather scarce, and we had to buy.

57,452. Cake?—No, never cake; meal and bran.

57,453. Then you keep pigs?—Yes.

57,454. Do you find it convenient to have the bran and meal cheap?—Well, the old man goes to the cheapest shop he can buy it at.

57,455. Do you think you would have it as cheap if we had not this foreign competition?—I do not think we should.

57,456. So that it is an advantage in some things and a disadvantage in other things?—Yes.

Lord Kenyon.

57,457. You do not expect to get everything you want in this world, I suppose? Mr. Richard Jones asked you just now if you would like something. You do not expect to get everything you like, do you?—No.

57,458. You would be a very lucky man if you did?—Yes, I should.

Chairman.

57,459. There are some questions handed in by Mr. Vincent: "Sir Watkin Wynn bought this estate in 1889, did he not?"—Yes.

57,460. "The rents prior to 1889 were paid to the mortgagees of Mr. Whalley's estate?" Is that a fact?—Yes.

57,461. "Did Colonel Hughes immediately re-value for Sir Watkin and reduce the rent of Robert Williams farm by 10*l.* and the rent of Thomas Hughes by 12*l.*?"—Yes.

The witness withdrew.

Mr. JOSEPH THOMAS BOOTE called and examined.

Chairman.

57,462. Where do you live?—At Pandy farm, Halghton.

57,463. Are you a tenant of Lord Kenyon?—Yes.

57,464. And have been for 12 years?—Yes.

57,465. Will you tell us the acreage of your farm?—172 acres.

57,466. And the rent?—187*l.*

57,467. Are you quite satisfied with the relations between his Lordship and yourself?—Yes.

57,468. When you ask for anything is it always granted?—I have never asked for a thing in the 12 years but what I have had it.

57,469. His Lordship's agent has told us what the returns on the estate have been. In bad times you have had permanent returns and abatements as well?—Yes.

57,470. You do not see in your own case any necessity for a Land Court?—No, I do not.

Chairman—continued.

57,471. Do you wish to say anything about a Land Court in other districts?—I do not think it would do in this neighbourhood.

57,472. You have no opinion as to the effect a Land Court would have in other parts of the Principality?—No, I have not.

57,473. Are the tenants in this neighbourhood well treated?—Yes.

57,474. Do you think they are prosperous or not?—Well, I should think they were.

57,475. They are paying their way?—Yes, I think they are paying their way in this neighbourhood very well.

57,476. I suppose the farms have been held by the same families for a considerable number of years?—Yes, a great number of years.

57,477. There are no leases?—No.

57,478. The average size of farms is from 70 to 100 acres, we have been told. Do you think that is about right?—Yes, from 70 to 100 acres.

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Mr. J. T. BOOTE.

[Continued.]

Chairman—continued.

57,479. Do you get sufficient farm labourers?—Yes, I always get sufficient. I always hire them for the year and keep them in the house.

57,480. The cottages and outbuildings are in pretty good repair?—Yes, very good repair.

57,481. You have compensation for improvements by the agreement?—Yes, by the agreement.

57,482. We have had the agreement put in. You have great freedom in the management of your farm?—Yes.

57,483. There is no objection to your selling straw or hay or anything—you can do as you like?—I do as I like.

57,484. There is perfect freedom of cultivation?—Yes.

57,485. What is your opinion of Lord Kenyon as a landlord?—I do not think I could have a better if I travelled England through.

Mr. Griffiths.

57,486. Have you an agreement?—Yes.

57,487. You are satisfied with that agreement, I suppose?—Yes, I am quite satisfied with that.

57,488. You have no wish for a lease?—No.

57,489. Do you find it more difficult to make up the rent the last few years than formerly?—Well, it is a little more difficult the last few years.

57,490. What do you chiefly make your rent on?—Cheese.

Mr. Richard Jones.

57,491. Do you know whether tenants have been interfered with at all at election times with respect to voting?—No, I do not think so.

57,492. There is perfect liberty for them to vote as they like?—Yes, perfect liberty to vote as they like.

57,493. No one has at any time interfered with you?—No, never.

57,494. The same thing exists on the whole estate?—Yes.

Professor Rhys.

57,495. How near Wrexham is your farm?—Eight miles.

57,496. This side of Wrexham?—Yes.

57,497. In what parish is it?—In the parish of Hanmer.

57,498. Do you speak Welsh at all?—No, I am a Cheshire man.

57,499. Does anyone in that district speak Welsh at all?—No.

57,500. The cheese you make in your district is good?—Yes, it is sold as Cheshire cheese.

57,501. Is there any of the so-called Cheshire cheese made in Cheshire, do you know?—Oh, yes, I am a Cheshire man.

Professor Rhys.—continued.

57,502. It is made to a large extent in Flintshire, is it not?—Yes; it is made on the same principle as Cheshire cheese.

57,503. But it is made largely in Flintshire, and in Denbighshire too, I think?—Yes.

57,504. It is all called Cheshire cheese?—Yes.

57,505. Do you think that is fair?—Yes, it is according to the principle you make it on. You can make Welsh cheese in Cheshire if you are so minded.

Mr. Griffiths.

57,506. Do you find any difficulty in getting people to milk your cows?—No.

57,507. Who generally milks the cows?—All my servants are hired for the year; I have five of them.

57,508. Men servants?—Men and women servants. I engage them for the 12 months. I have never had a workman the last 30 years.

57,509. You get the female servants to milk?—Yes.

57,510. Do you find any difficulty in getting female servants to do that work?—No, I never had any difficulty yet.

57,511-2. What wages do you pay the servants who do the milking?—I pay the men up to 20*l.* and beer and lodging.

57,513. I mean the women?—13*l.* 10*s.*, and I have one now I am giving 20*l.* to since I lost my wife.

57,514. She has more care, of course?—Yes.

Sir John Llewelyn.

57,515. Have you had any land laid down to arable pasture?—No.

57,516. It was all pasture before?—Yes.

57,517. Were you in your present holding at the time when the cattle disease was so prevalent?—No, I was under Mr. Howard, of Broughton, at that time.

57,518. Did you lose many cattle at that time?—Yes, 41.

57,519. That was the most serious loss that the agriculturists in this country have known?—Yes, I lost 16 one Sunday.

57,520. Do you keep only milking cows, or do you grow any young cattle for food?—Milking cows and young cattle.

57,521. Your acreage is 172 acres?—Yes.

57,522. Can you tell me how many head of cattle you keep?—About 75.

Chairman.

57,523. This is a question put by Mr. Vincent, "Do you object at all to the hounds coming over your land?"—No.

57,524. You are glad to see them?—Yes.

57,525. You have no wire fencing?—None whatever; I like to see them too well.

The witness withdrew.

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Mr. J. H. W. LEE.

[Continued.]

Mr. J. H. WARBURTON LEE called and examined.

Chairman.

57,526. Do you live at Broad Oak, Whitchurch?—Yes. May I give my evidence as I have prepared it?

57,527. Yes; but if there is anything you have down that we have heard a good many times over, please pass it by?—I will. I am a land agent, and my family have been land agents for three generations before me in the same place. I am also a county councillor and magistrate, and I have been called to the Bar. My evidence relates chiefly to the Hanmer estate of 9,000 acres, in the hundred of Maelor and county of Flint, and it is with reference to this estate that my particulars are worked out. My other agencies are chiefly in England, but I manage certain small properties in Flintshire and a farm in Radnorshire, &c.

Mr. Richard Jones.

57,528. In what neighbourhood in Radnorshire?—Not very far from Knighton. As regards the land in Maelor, Sir Wyndham Hanmer is lord of the manor. There are no courts or offices, and the chief rents I think amount to the sum of 5s. per annum. They are nearly all redeemed. As regards any difference where land is the property of corporations or associated bodies, I may say I have managed farms belonging to charities, and I see no special difference between those and other ownerships. I may make the same remark as regards glebe land. No doubt a resident landlord is to be preferred. At the same time in the cases of absentee landlords with which I have had to do myself the estates have always been liberally administered. We have no difference of language, and politics and religion are not taken into account at all. Where agents are employed I think they have always had special training as far as I know, and I have not heard any complaint as regards them. The usual dates of entry are for stubbles and clovers the 1st of November, for mowing lands December the 25th, and for grass, except boosey pasture, February the 2nd, and for the house, &c. the 1st of May. The farms are almost invariably let from year to year. There is no demand for leases. I suppose they consider they have sufficient security and less responsibility under a yearly tenancy. As to whether the farming of leaseholders is superior or not to that of yearly tenants, as we have only one leaseholder for a holding of any size, I cannot institute a comparison. Changes of tenancy during the period of which I have personal knowledge, have been exceedingly rare. No tenants of farms have received notice to quit except in a few cases of insolvency, with the exception of one case of hopelessly bad farming. That was in the case of a widow who was allowed to carry on, but owing to her ill-health was absolutely unable to go on with the task. We treated her with great patience for several years. On the

Mr. Richard Jones—continued.

Hanmer estate there are 180 tenants holding more than 2 acres of land. In eight years the changes of tenancy from all causes have averaged about four per annum. I think that in every case where it has been possible a relative has succeeded. I am not aware of any cases of hardship as regards the tenant. The landlord has often suffered from unwillingness to give notice to quit. In resuming occupation of a field proper notice is certainly given whenever possible, occasionally it is not possible. I may say, for instance, some land was required for this school. We only knew of it last Christmas. It was a very small bit, and we asked the tenant whether she had any objection to giving it up, and she said not. It was absolutely impossible to serve her with notice. If we could have, we should have. In every case which I have had to do with if there has been any land taken, the rent has been re-adjusted or compensation granted. I will put in my agreement. (*Handed.*) I may say this is an old agreement, and I have tried to add certain clauses to it recently, but I think it would be very desirable to have a new form of agreement.

Chairman.

57,529. Are you satisfied with the old agreement?—Well, there is a lot of writing in it and I should like to have a new printed form. I am trying to collect suggestions from all sources so as to perfect a new agreement.

57,530. When were the alterations put in?—Most of them quite recently, but they embody the custom for a number of years, only I thought it better to express them in writing.

Lord Kenyon.

57,531. Is that the custom expressed by the Shropshire Chamber of Agriculture?—As regards compensation?

57,532. Yes?—I will come to that presently. I have not any schedule for compensation in my agreement and that is one thing I should like to see amended. Owing to not having a resident landlord for some years I have been unable to get authority.

Chairman.

57,533. Do you allow them to sell hay, straw, and fodder?—We prohibit them, but practically we allow them to sell the hay, straw, and fodder. The prohibitory clause is only useful in the case of a bad tenant who in the last year of his tenancy may be disposed to sell all off.

57,534. You have the old clause in this agreement, I see—about two men and a cart free of charge for buildings, and to do so many days of free carriage of any commodity?—The tenants as a rule do the cartage for repairs, and they have in many cases carted bark when there has

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[Continued.]

Chairman—continued.

been timber falling: we give them as many tops as they like to draw for firewood, and they have a quantity of fencing posts ready to hand close by.

57,535. You insist upon that clause?—We ask them to do it. I have had tenants come more than once who have told me that it was not convenient to do it at the time and they have not done it. I have never received any complaint that the clauses are considered oppressive. No case has ever arisen. If a tenant wishes to break up a pasture or underlet he applies for permission. Then I ask tenants whether they wish to have a copy of their agreement, and I give them the agreement itself to read over before they sign it. The amount of rent on the Hammer estate, the average for all holdings whatever if all houses are thrown in, is 32s. an acre, that is tithe free. The landlord pays the tithes. On other small properties I have to do with, it is 35s. Then I am asked, "Is the rent usually fixed on a gross sum or at so much per acre?" It is fixed at a gross sum. "Is there any uniformity in the rents of similar qualities on the same or neighbouring estates?" Certainly, I should think so. Then, "Is the rent of the smaller tenantry higher per acre than on larger farms?" In the case of small cottage holdings with a few acres of land only, a rent would be put on the house, the cost of buildings and maintenance being much greater in proportion than in the case of larger holdings. This being allowed for, the rent per acre would not be higher on this estate. The average for all holdings over 10 acres is 31s.; for 10 to 2 acres, if 4*l.* be allowed for the houses, the land will be let at 29s. 6*d.* per acre. Then with regard to the question of services, I have already answered that partly upon the question of acreage.

57,536. Yes?—Every care is taken that such services shall not be irksome, and they are mentioned in the agreements. The rent is fixed by private treaty. On a vacancy occurring the rent is definitely named, and the most suitable of the applicants is then selected. Then I am asked, "Is the holding practically let to the highest bidder, and if so does the system result in fair rents being fixed?" I say, most certainly not—nothing of the kind. If we did so we could get considerably larger rents than we receive, especially in the case of the smaller holdings. With regard to the question of whether arbitration is ever resorted to as a means of settling or readjusting the rent, I say it is not; it is always done by means of friendly negotiation. Some rents have been raised, some reduced, and some have remained stationary. Owing to sales and purchases it is difficult to institute a comparison: so far as I can work it out (but I cannot be absolutely certain of my figures) I think there has been a small rise from 1843 to 1893. There have been some permanent reductions, and some temporary abatements of rent. Allowances have been made at different times in money, manures, and especially in large improvements

Chairman—continued.

without interest being charged. Then I am asked, "When rents are raised, or reduced does the change depend on a re-valuation?" The cases I have had of any change of rent where there has not been a change of tenant are practically nil. Therefore, I have no means of answering the question. I may say that the feeling of the neighbourhood, and the experience of the tenant as to the value of particular farms, become gradually known to the agent, and are a much better guide than any outside valuation would be.

Then upon the question of how soon after the rent falls due is it usually paid, I say it is paid practically about five or six weeks after. With regard to the question of what effect the preferential claim for rent has on the position of tenants generally it appears to me that the landlord, unlike other creditors, leaves in the tenant's care the land, to which a bad tenant may do immense injury before he leaves. In the case of such a tenant, if there was not a preferential claim for rent, the landlord would often lose the rent in addition to his other loss. Without such a claim the landlord would be disposed to get rid of a tenant who showed any signs of embarrassment instead of giving him a chance to pull round. He would require pecuniary guarantees and enquiry into a tenant's private affairs, which is not now so necessary. Many men have raised themselves to good position who have started on money partly borrowed. Having a preferential claim the landlord can accept a hard working man, though he may not be very strong in the way of capital.

As to charges on the land, no tithe is collected from tenants except from a few leaseholders. The landlord pays the tithe, in every other case. The tenants pay the land tax, which amounts, I am informed, to about 1½*d.* to 2*d.* in the £, and they also pay the local rates. There is no chief rent. The landlord pays income tax, schedule A. Then, "Have local rates increased within the last 25 years?" I think not. Then I am asked, "What is the average size of farms in your district?" If I may, I will give you the average size of all the holdings on the estate. We have four holdings over 200 acres, seven of from 150 to 200 acres, 12 from 100 to 150 acres, 18 from 50 to 100 acres, 47 from 10 to 50 acres, 92 from 2 to 10, and 37 under 2. I have taken the small holdings as under 10 acres, although perhaps I might have taken a larger figure. Then I am asked whether holdings have been consolidated. None have been consolidated I believe in recent years. I believe there have been one or two cases previously, but they are only special cases, and I have no information about them. As to subdivision and subletting, a certain number of small holdings have been cut out of farms within my recollection. But we have had an unusual number of these for a very long time past. Sub-letting is very rare. In a very few special cases we let farmers have the sub-letting of cottages. Where there

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[Continued.]

Chairman—continued.

is no land attached it makes little difference, though our principle is to let direct to the occupier. But where there is land attached I consider that it is better as a rule that the occupier shall not be a sub-tenant. The reason is that if he is supposed to work for a particular employer and thinks he is at all liable to disturbance he is not so likely to do his best by the land. As regards the large and small holdings, and the ability of farmers to provide for their families, I think everything depends on the individual. Both small and large farmers in this neighbourhood are as a rule a thrifty and hard working class with a good knowledge of practical agriculture. I must add that I do not know where the line is to be drawn between small and large holdings. I think it would be exceedingly undesirable from every point of view if the country consisted entirely of one class of holding whether it was large or small. As to the state of agriculture, and the nature of farming pursued, it is chiefly grass land, which has increased of late years. There is cheese making and butter making for the most part. As to the supply of labourers, there is, I think, a fair supply of labourers and good farmers attend properly to their fences, ditches and water courses, I mean as regards the bulk of our farmers, we have a few farmers who are not so good, and who neglect these things. There is no land going out of cultivation. A few acres of moss waste land have been reclaimed by tenants in my district within living memory, and possibly a little more might be reclaimed, but it is a very expensive process, and it is very dubious whether it pays. As to arable land being land down to pasture, a very considerable quantity has been laid down, I think, more at the tenant's expense than the landlord's, though some has been done by the landlord. There is very little fallowing. The general effect in the neighbourhood is that more milking stock has been kept, because cheese and butter have paid and corn has not. With reference to the question of improvements, practically all buildings and nearly all repairs are done by landlords, also a good deal of drainage. Landlords give manure in special cases. Tenants occasionally put up a small building, landlord finding materials. Tenants often do draining, landlord finding pipes. Tenants often do fencing, landlord finding materials. Tenants generally find artificial manures, and they generally find seeds for permanent pastures, but they would be paid for this if they left within 10 years provided the root was worth having, otherwise they would be able to break it up again. This remark does not apply where a field is laid down in place of another allowed to be broken up. I think that also answers the following question with regard to who does the various improvements. Then I am asked, "In the case of co-operation in improvement what is the part usually undertaken by each, and how is remuneration secured to either party?" At the present time such co-operation is rare. In the case of drainage it

Chairman—continued.

would be usual to compensate the tenant to some extent if he left within a few years after doing such work. Such cases occasionally occur. Any application by a tenant is of course considered on its merits. A case would be where a tenant puts up a hay shed at his own expense. We agree to treat it as a tenant's fixture, but as a matter of fact a landlord or an incoming tenant would be sure to take it at a valuation. Then I am asked, "Do you know of instances where either party contracts out of the operation of" (a) the Agricultural Holdings Act, or (b) the "custom of the country." They do not contract out of the Agricultural Holdings Act, except as to notice to quit. Most of our tenants have six months' notice. I know of no case of either party contracting out of the operation of the custom of the country. Then with regard to the question of whether farmers often apply for their landlord's written consent for specific improvements, they occasionally do, but not often, because improvements are generally made by landlords and also because in the rare cases of tenants leaving where the balance of claim is not entirely against the tenant claims for compensation are readily settled by private agreement or arbitration. I am asked, "Is such consent readily given when asked for?" Such consent would no doubt be given if the landlord thought the improvement desirable and did not prefer to do it himself. Have you dealt with the custom of the country as regards growing crops?

57,537. Yes, I think we have heard that?—The clover seeds are paid for by the incomer, and the outgoer takes half the wheat.

57,538. We have had all that as to the custom of the country?—With regard to the custom of the country as to manures and produce remaining at the expiration of the tenancy, manure is left on the farm and produce is agreed to be left, but we always give leave to an outgoer to sell off superfluous produce on his paying over one-third of sum realised as the manurial value. This goes on the farm in manure, generally bone. Latterly this has been specified in the agreement of tenancy. With regard to the mode of cultivation, we bind tenants to the four-course system, but the clover crops often go on a second year (*see* agreement). Dilapidations: when a tenant leaves there is often a large sum due for dilapidations, but I never knew a landlord get a halfpenny, except once (10s.), and that was on a dwelling-house, not on land. The sale of hay and straw is forbidden by agreement, but no restriction practically is exercised in the case of a good tenant. Then: "Have any cases occurred in your district where an outgoing tenant has failed to obtain sufficient compensation for his improvements?" I do not think so, I should submit any such question to arbitration at once. I know of no case where compensation is given for the generally improved condition of a holding. There is no right recognised as belonging to tenants to dispose of their interest in their

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[Continued.]

Chairman—continued.

holdings. Such a system would mean the putting up of the farms by auction to the highest bidder. The good will as well as the improvements would be sold, and the incomer and the landlord would be the losers. As regards game preserving, rabbits where preserved largely are fenced in. With regard to hares, very few are left. Other game is preserved by landowners in my district. The tenants generally avail themselves of the provisions of the Ground Game Act. Then, "Is there much damage done by game to the crops and pastures of tenant farmers, if so are they compensated, and how is the damage assessed?" Any cases of damage have been readily adjusted by private treaty. Tenants are not expected to beat coverts. I do not think that game preserving affects cultivation in any way worth mentioning, nor does it affect the relation between the landlord and tenant, or the labourers, or the public generally. The proportion of offences against the Game Laws as compared with other offences against property, and so on, I do not know, but it is a very small proportion. The sporting rights over commons are exercised by the lord of the manor. There is very little attention paid to fruit culture or horticulture, and none to forestry. There is a considerable amount of poultry kept on every farm, but I do not know of any what you may call poultry farms. Bee-keeping is only pursued in a casual manner. With regard to instruction in butter and cheese making, there have been demonstrations in cheese making. I have had a good deal to do with getting the instructor down through the county council, and I believe that the great majority of the farmers consider that they have learnt a great deal from him. I know of a case close to my own home where the farmer has followed the instruction implicitly, and has got three prizes in nine months, and that has been of great benefit to him. As regards insurance, farmers generally insure their buildings against fire, and insure their stock and so on to some extent against loss by accident. Cow clubs, and so on are largely used by the tenants. Buildings are insured against fire by landlords. There is no combination amongst the landlords that I know of or amongst the tenant farmers or labourers. Benefit Societies are largely used. I do not know anything about Life Assurance Societies or Provident Societies.

We have not many cases of peasant proprietors or small freeholders who have inherited their holdings from their ancestors. There are not many tenant farmers who have bought their own or other holdings for occupation. Tenant farmers take part in the manual labour on their farms to a large extent, and especially the wives in the dairy. I do not know what remuneration the children get for working on the farm. I think they would soon go off to the towns if they did not find it worth their while to stay in the country. Numbers of our farmers have set up their sons on farms—a very great number indeed. I believe the present rents could be maintained if wages were paid in respect of the

Chairman—continued.

children's labour. Then I am asked about hired labourers—what proportion is lodged on the farm premises. It is a very difficult question to answer, but from what information I have received I should say it would slightly outnumber the number that are in cottages, but that opinion is exactly opposite to what someone else has said to-day. I could not be certain; I asked one or two large farmers their opinion, and they thought that the majority would be in the farm-houses. Chiefly married men are settled in cottages—generally waggoners, cowmen, and head men. The state of the cottage accommodation is much the same as in past times, and I believe on this estate at all events that it is sufficient. The houses are generally scattered, and as a rule they are fairly convenient with reference to work. Their condition and construction vary very much. They have been very much improved of late years. Cottages have gardens, I think, in every case, if there is an exception I cannot call it to mind. The list I gave you will show that there are small holdings in a very large number, and they are generally held direct from the owner. There has been some migration of labourers in the last 50 years owing to less labour being employed, because there is less tillage and more machinery. Then I am asked: "What remedies do you suggest for improving the profits from land?" I think foreign products should in all cases be labelled, and that this should apply to foreign cheese especially. I also think the railway rates are a great grievance. As to the general relations between landlord and tenant, they are most friendly as a rule.

Then I am asked: "What money have you spent in repairs and improvements, specify the period over which you have spent this money, and whether you have charged interest?" Interest, as a rule, has not been charged. The exceptions are: (1) Hay sheds. For these, as a rule, interest is charged. The tenant applies for one if he wishes, knowing beforehand exactly on what terms he can have one. If he prefers it he can put one up himself as a tenant's fixture; if he does this there is practically no doubt that his successor will take it off his hands at a valuation. When a tenant puts one up the landlord often supplies the poles, and the shed becomes a tenant's fixture—I mean the roof. (2) Where a good new cottage is put up in place of a poor old one the rent has of late years generally been re-adjusted, the tenant accepting the terms proposed before the work is begun. (3) In certain special cases where additional accommodation has been put up tending to make the farm more profitable, some interest has been charged. In every case the terms have been arranged by friendly agreement between the parties before the work is undertaken. On the Hanmer estate I have no particulars except for the last 6½ years. During that period the outlay on repairs and improvements has averaged 32 per cent. on the gross rental. I deduct the tithe from the rents in order to arrive at the gross rents, but I deduct nothing else, and the outlay

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on the repairs and improvements in $6\frac{1}{2}$ years has averaged 32 per cent.

57,539. On the gross or on the net?—I take the gross rents and deduct only the tithe, and then the outlay will be 32 per cent. of that. We have charged interest on less than $\frac{1}{4}$ of this outlay.

57,540. That is, the improvements?—On the rent, but not the tithe free rent, because at the commencement of the period the tenant paid the tithe, and I have taken the rent exclusive of the tithe, that is for $6\frac{1}{2}$ years.

Lord Kenyon.

57,541. Could you give the figures—I mean the total?—Outlays in repairs, new buildings, draining, fences, water supply, &c., &c. for $6\frac{1}{2}$ years, 21,185*l.* 12*s.* 3*d.*, average about 3,259*l.* per annum.

57,542. What is the rental of the estate? Do not give it unless you like?—It will take me a moment to find it, that is all. I ought to say that I have tried to get the purely farming rental, and I have tried to state it as fairly as I could. I have kept out the letting of the mansion. The rental would be about 10,200*l.* for agricultural land and cottages.

Chairman.

57,543. A little over 1*l.* an acre?—Yes. You see we have a large acreage of moss which bears no rent at all. We have a large amount of moss, and that alters the figure; we let a little moss with the holdings, and we let some to a Moss Litter Co., which I have taken no account of.

57,544. It is 32*s.* an acre you told us?—That is taking agricultural land. I have taken the unlet moss right out. Then I am asked, "How many and what cases have you on your estate of families having held the same farms for generations?" Taking the tenants who hold over two acres over one-fourth have been on their present holdings for more than one generation; about as many more belong to families connected with the estate. That would be in the case of a son of one of our farmers taking a vacant farm. I will put in, if you would like to have it, all changes of tenancy that we have had in the last $6\frac{1}{2}$ years, with the causes.

Lord Kenyon.

57,545. Did that sum you gave of the expenditure include abatements of rent?—No.

57,546. You have given some abatements in rent, I think, have you not?—We have.

57,547. Will you state what they are also?—The property has changed hands, and I have no authority to state it. We gave a per-centage in 1886 and 1887, for about two to three years, and we have given sundry bone allowances since, and of course we have gone to a very

Lord Kenyon—continued.

large amount of outlay in the way of improvement.

57,548. You said something just now about the Agricultural Holdings Act. Did you say that you thought you could improve upon the schedule?—No, I did not say anything about it. I only said I would like to get a schedule attached to our agreement. I propose to attach one to it shortly.

57,549. You know the schedule of the Shropshire Chamber of Agriculture?—Yes.

57,550. Do you think that is a good schedule?—That is generally adopted, I think, in the neighbourhood.

57,551. Do you think that could be improved upon?—I think not so far as I know.

57,552. The only thing that occurs to me is we heard a great deal about the hardship upon tenants in reference to doing the haulage, and, supposing they were to leave their farms within a short time, not being compensated for such haulage. I have no doubt that Sir Wyndham Hanmer would compensate a man if he had to to leave in a short time?—I have made special agreements in one or two cases lately, putting it on at ten years—to treat the haulage as a ten years' improvement.

57,553. Do you not think that it would be a good thing to tack that on to the schedule?—Yes, I think probably it would.

57,554. There is, I think, something with regard to the haulage of pipes?—In the agreement?

57,555. Yes. Something of the kind might be done, too, with reference to the haulage of bricks?—Yes. You see I have put in my recent agreements in ink that the tenant shall do haulage for new buildings, except where a special arrangement is made at the time. That is put in with the express intention of getting them to come and make a special arrangement.

57,556. Yes. I think the less vague agreements are the better. With regard to this Agricultural Holdings Act, which may not apply very much here, but which does apply in some cases—do you know the Act well?—I have read it often.

57,557. Do you think that some improvement might be made in the schedules in the Act. I mean to say with regard to improvements to which the consent of the landlord is required. Could anything be taken out of that and removed into the next schedule?—I think it would be very dangerous to extend the powers of the tenant to make improvements without the consent of the landlords, unduly; it would open up very considerable room for fraud in the case of bad tenants—fraudulent tenants. Of course in the case of a good tenant the matters would be all readily adjusted, but it is very hard on a landlord to have to pay for an improvement which he scarcely considers an improvement at all.

57,558. Exactly. I have heard complaints as to a tenant losing his compensation through not having given notice at the right time. The

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Lord Kenyon—continued.

Act, as you know, makes it compulsory on the tenant to give a few months' notice?—Yes.

57,559. Occasionally they do not do that, they fail to do it through ignorance or some other reason?—Yes.

57,560. Do you think that some clause might be put in by which either the tenant should draw his attention to the fact, or by which the length of the notice might be shortened?—Are you speaking of the consent for drainage?

57,561. No. I will refer you to the clause?—Where the landlord can give or refuse consent?

57,562. No, nothing at all to do with the schedules, but with regard to the procedure under the Act: "A tenant to claim compensation under this Act shall, two months at least before the determination of the tenancy, give notice in writing to the landlord of his intention to make such claim." I have heard of cases—in fact, I have known of a case, in which the tenant has not given the required two months' notice?—I think it would be an extreme hardship if the tenant suffered the loss of one halfpenny through omission to give such notice, and I think that any reasonable adjustment of that rule would be perfectly fair.

57,563. That is what I thought. There it is, a hard-and-fast line, and any man who wanted to treat a tenant harshly, supposing the tenant had not given the two months' notice, could upset the whole thing on those grounds?—Yes. The only thing is, I think a landlord ought to be protected against a tenant being able to raise a claim for compensation after he has gone clean away from the place, and when it is impossible to judge of the thing.

57,564. When it is impossible to judge, and impossible to get hold of him perhaps—after he has gone and sold his stock altogether, perhaps?—Yes.

57,565. I think some notice should be given, but the question is how this might be safeguarded from the tenant's point of view?—Yes.

57,566. Is there anything else in the Act which you think is capable of amendment?—I think not. I have not considered the question of making a new Act myself, or of re-writing the Act. It is a very wide question.

57,567. We are told in many places that the Act is a dead letter?—Certainly, it is not as regards compensation for manures here. That is very satisfactory, and of course I have known it put in force in many other cases. I think generally, even where it is not specifically put in force, it strengthens the tenant's position—the fact that there is an Act makes the tenant's position stronger when he comes to negotiate with his landlord, probably the Act is never mentioned if the matter is amicably adjusted.

57,568. And if there is a decent schedule to work under?—Yes.

Mr. Brynmor Jones.

57,569. Following up what Lord Kenyon has been asking about the Agricultural Holdings

Mr. Brynmor Jones—continued.

Act, 1883, do you say that you are careful in your agreement not to infringe the provisions of the Act?—Most certainly.

57,570. Am I to understand that the writing on the printed agreement which you have handed in represents the agreement in its latest form?—Yes. I think they are in strict accordance with the Act.

57,571. Let me call your attention to the clause which is written in, in addition to the printed matter?—Yes.

57,572. "In the case of improvements in Part I. under Schedule I., of the same Act no claim whatever will be entertained unless landlord's or agent's written consent can be shown"?—Ought that to have been different?

57,573. Well, it is for you to say. This is your agreement which you have come to with the tenant?—The landlord's permission.

57,574. Written permission?—It is meant to be in accordance with the Act, I thought it said permission in writing in the Act. If there is any mistake there I will put it right immediately.

57,575. In the schedule it is, improvements to which consent of landlord is required, and the general right of compensation is given by Section I. I see no mention of writing there?—That is a slip of the pen if the mistake has been made, and I withdraw it at once. It is not a thing that I meant to take any advantage of.

57,576. But the tenants have signed this agreement, as I understand, some of them?—Yes, a few. If it is not in accordance with the Act I will have it altered in all cases.

57,577. No, I am wrong about the consent in writing. I find another section of the Act does require the consent to be in writing?—Then I am quite right.

57,578. So that there is nothing (except that the words are superfluous) actually infringing the Act in your agreement?—May I say that I was well aware that the words were superfluous, but the idea was to call the attention of the tenants in their agreements to the provisions of the Act. I thought I had not made a mistake about it.

57,579. Then I notice that the forfeiture clause has been varied by you from the printed form?—Yes.

57,580. It has been varied into this form, "on failure of compliance with any important condition of this agreement"—a certain event shall happen?—Yes.

57,581. Do you think that is an improvement?—I thought that the words as put giving re-possession in case of any breach of agreement were too strong, and I thought that the words "important condition" might perhaps remove the objection.

57,582. Still the landlord or the agent would be the person to determine which is the important condition upon the true construction of this clause, would he not?—It would probably come to a court of law, would it not, if he were taking advantage of that clause.

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Mr. Brynmor Jones—continued.

57,583. It may be it would?—I certainly intended it to be a weakening of the clause as expressed.

Lord Kenyon.

Would it not be better to specify the conditions?

Mr. Brynmor Jones.

57,584. Yes, the better way is undoubtedly that suggested by Lord Kenyon—to number the clauses of the agreement, and then to pick out those which once for all you would call important. That would be very much better, and in fact that is the course generally adopted, I see?—Yes.

57,585. Forgive me for asking the question, but you said you were a justice of the peace, I think?—Yes.

57,586. Do you sit at petty sessions in the district for which you are agent?—Yes, I sit in this district at Overton.

57,587. So that it is quite possible you may have to adjudicate upon cases, for instance, between master and servant, between a farmer and a labourer, on the very estate of which you are agent?—In any case in which I had in any way a personal interest, I should not of course sit.

57,588. But you would not have a personal interest there. I am on a question of policy now. Do you as a matter of fact in the case of any dispute between a tenant and a labourer sit at Petty Sessions?—Certainly.

57,589. Do you think the fact of an agent having magisterial authority tends to improve his relations with the farmers and the people in the district generally?—I have never found that it in any way had the contrary effect in any degree whatsoever.

57,590. You have found no practical ill-results, so far as you know?—No practical inconvenience. I have never found any person attempt to mix up my position as agent with that as magistrate. I do not see that I am in any way prejudiced by my position as agent in favour of the tenant as against the labourer, or of the labourer as against the tenant.

57,591. There might be a dispute between a tenant on this estate and a tenant on other estates?—I do not see what there would be to prevent my doing justice between them.

57,592. I am not saying that a man with the most absolutely rigid and impartial turn of mind would be affected very greatly by it, but still questions may arise in public in regard to the proceeding, and people might be censorious?—I think that if you apply that principle in its strictness you would have a great difficulty in finding any magistrates at all. If neither a landlord nor an agent, nor a fellow tenant, could adjudicate in the case of a tenant of an estate, if you had half a dozen magistrates you would have them dancing off the bench by threes and fours as the cases came up, I think.

Mr. Brynmor Jones—continued.

57,593. But is there not complaint—do you not notice complaints?—As regards what

57,594. With regard to the constitution of the petty sessions in many cases?—I have not heard of complaints here.

57,595. You have not heard complaints here?—No.

57,596. I think you said you were a county councillor as well?—Yes.

57,597. Are you county councillor for that district of the county in respect of which you are also agent?—Yes.

57,598. And I think you said that so far as you knew, matters of politics, and so forth had no bearing upon the management of the estate?—None whatever. I do not know the politics of many people on the estate, and as to those I do know it is only incidentally.

57,599. Still you must have been a candidate for election?—When I was a candidate the election was not fought on any political grounds. In the only case in which I had a contest both of the candidates were on the same side in politics.

Mr. Griffiths.

57,600. What do you consider the cost of building a suitable agricultural cottage?—Do you mean a three-roomed cottage, with or without outbuildings?

57,601. With buildings?—But not for keeping a cow.

57,602. No, the cottage itself?—The cottage itself, and an oven and a boiler?

57,603. Yes?—And a pigstye?

57,604. The cottage alone, I mean?—Without any outbuildings?

57,605. Yes?—You will have to tell me the thickness of the walls. I will give you it as near as I can. The cottages we have been building cost us about 150*l.* each.

57,606. What rent do you charge for those cottages?—We get 4*l.* to 5*l.* I think a new cottage with an oven and a pig-stye would be about 5*l.*

57,607. Are they generally built of bricks?—Yes.

57,608. Do any of the tenants on this estate come forward to give evidence before the Commission?—I have not seen any here to-day.

57,609. What might be the reason?—I have no idea.

57,610. You have a great number of tenants, I see?—Yes.

57,611. You do not know that there are any of them coming forward?—I have not seen any of them here to-day.

57,612. Have you had any conversation with them about it?—I asked one or two men some time ago whether they thought of giving evidence.

57,613. What did they think of it?—They said they perhaps would, or something of that sort, and I have heard nothing of them since.

57,614. Do you think it advantageous to the farmer to have a tenant under him?—I think

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where there is land it is better not. I think the labourers prefer—

57,615. The labourers prefer it, but we must look to the tenants as well as the labourers?—Yes. It has always been the custom on the estate to let directly.

57,616. Do you not think that the labourer feels more independent?—Of course it tends to make the labourer more independent certainly; it gives the labourer more a feeling of independence and makes him feel that he has a home.

57,617. And the cottage has been built on account of the farm, in connexion with it as a rule?—I do not know that. I do not know that our cottages have been. They are not especially on the farms, as it were, as a rule. It has never been the custom to say: "This cottage belongs to that farm, and that cottage to another farm." I have not heard of that being done, as a rule.

57,618. No, as long as you let them yourself of course that would not be so?—No. I may say that although I have only been agent for eight years I have lived actually on the estate all my life.

57,619. I think it is very advantageous to the farmer to have the tenant under his own control, and not for him to occupy a cottage direct from the landlord?—Yes.

57,620. What do you understand by a cow club? It is the first time we have heard of such a thing?—It is a small insurance club for cows.

57,621. We have not heard of it before?—They pay so much a quarter. There are two or three such clubs, and they are used by the cottagers. I insure my own cows in one, but I may say they are for the use of the cottagers chiefly, and they pay so much a quarter, and the cows have to be registered in the club and so on. Certain precautions are taken, and if a cow dies they get now 11*l.* That is the maximum. Of course for a very poor cow they would get less, and they get so much for a calf.

57,622. It is a very good thing?—They are largely used, and the club in this neighbourhood is an excellent one and most solvent.

Sir John Llewelyn.

57,623. It is not confined to the agricultural labourers?—It is not confined to anybody; anybody may use it, but I think that farmers with a large stock as a rule prefer to be their own insurers against loss, that is to say, to take the risk.

57,624. Could you tell me how many cows there are in the society?—I do not know. There may be somebody here who could tell us, but I do not know whether there is anybody here who can say.

Mr. Griffiths.

57,625. Supposing an incoming tenant refuses to pay for a hay shed, is there any provision in

Mr. Griffiths—continued.

the lease as to it?—Do you mean where they have been put up as a tenant's fixture?

57,626. Where the tenant has put it up at his own expense?—There are only a few such cases. Of course under those circumstances the tenant can take it away and put it where he likes.

57,627. There is no provision made in the agreement that either the landlord or the tenant should take it up?—No. It is a small matter, because they are so very few. The landlord has put them up in most cases.

57,628. What interest do the landlords charge for such buildings?—For haysheds?

57,629. Yes?—Five or six per cent. most of them.

57,630. Then you spoke about moss litter. Do the tenants use any of that moss litter?—A few I think—not very largely.

57,631. Do you not think it would be advantageous to use more of it, if it is the best litter?—I cannot tell.

57,632. It absorbs more liquid than anything else?—It is used by some of the tenants certainly I think, but not very largely. They prefer to use straw.

57,633. But straw would not absorb nearly so much liquid manure as that would?—No.

Mr. Grove.

57,634. Have there been many recent sales of property to your knowledge in the district?—In this immediate district?

57,635. Yes?—No, not many.

57,636. Have you many arrears of rent due now from farmers?—Very few indeed. Perhaps I may say that in the last eight years the amount of rent lost from all causes by tenants failing and everything else (I worked it out the other day), I found was 10*d.* in every 100*l.*, and that was nearly all absorbed by one particular man.

57,637. Do you consider there is depression in agriculture now?—Certainly. I think that agriculture is not as prosperous as it was.

57,638. And that the tenant farmer must naturally feel it?—Yes.

57,639. Then you spoke of waste lands. Is there much waste land, so far as you know, in the district?—There are a few commons, but they are not large, and they are not altogether waste, but then there is a large acreage of the Fenns moss, but it would be an enormous thing to deal with; it is a great question; I do not think it could be profitably reclaimed.

57,640. Has there been any attempt to reclaim some part of it, or a small part of it?—Little isolated patches round the edges. I think something has been done in the past, but it would be a long time ago, and I have no particulars.

57,641. Even that, you think, would hardly pay?—Of course it has been generally done by

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small men who did it just as they had time, and they would hardly feel the outlay.

57,642. Just one question with regard to these cow clubs. Do you know the payment per month or per week to cover the insurance of a cow?—It is 1s. a quarter.

57,643. Four shillings a year?—Yes.

57,644. Have they been established very long, that is have they had any experience?—I believe this has been going on a long time.

57,645. Do you think they are financially sound?—I think so.

57,646. There has been no special cattle disease perhaps to test the soundness of them?—The cow club that I know of in this neighbourhood has at present got a very good sum invested.

57,647. You think, then, from that that generally speaking they are financially sound?—They are very sound, I think, those that I know of.

57,648. They are I suppose local?—Yes.

Professor Rhys.

57,649. I gather that you differ somewhat from one of the witnesses who gave evidence before us this morning as to the accommodation for farm servants?—I thought perhaps the majority were housed in the farm-houses, but I really could not form a definite conclusion. One does not exactly know how many are in the house. I asked a large farmer, the largest farmer in the district, and he told me he thought it was so. I think by asking the farming witnesses you will get better information than from me.

57,650. Have you any Welsh-speaking tenants on your estates?—None on this estate. I managed a farm in Radnorshire and the tenant there speaks Welsh. He speaks English also. I have also managed one or two small holdings on the far side of the county of Flint. The tenants there speak both Welsh and English, but they are so very small in number that I do not say much about them.

57,651. You have no difficulty with regard to language?—No. I hardly thought it worth while mentioning them especially. I was also agent for a property in Denbighshire where the tenants could speak Welsh, most of them, but which property has since been sold.

57,652. Do you find any difficulty on account of the language?—No, I have never had any difficulty. All the tenants I have had to deal with could understand English quite well.

57,653. In enumerating the different sizes of your farms, I understood you to say that you had not any very large farms. Has that been the result of policy, or have they come down from generations?—I think from generations.

57,654. So you could not exactly from experience compare the letting of really big farms with the smaller ones?—I will say at the present time that the farms we have the greatest demand for are the farms of from 50 to 100 acres. If you have a farm, we will say, of 50, 60, or 70 acres, and it is a nice farm, you get an enormous

Professor Rhys—continued.

number of applicants, but if we have a large farm of about 200 acres to let we perhaps have only two or three or four applicants.

57,655. I think you said that a payment for good will is not recognised on the estate?—It is not.

57,656. Do you as a matter of fact know whether that goes on?—My opinion is that if a tenant had free sale of his interest there would be of course a payment for good will.

57,657. You do not think there is at present?—No.

57,658. The landlord perhaps would not hear of it?—No, I think not. We have very few cases of tenants leaving, but if a tenant leaves of course we are always very glad to know whom he has to suggest as his successor, and we very often take a relative.

57,659. I think you mentioned that the farmers' sons generally try to get farms themselves?—Yes, many of them.

57,660. What becomes of the others?—I think they go off into businesses of some kind. A good many of them I think go to the towns, to Manchester, Liverpool, and so on.

57,661. Do they return?—I do not know. I have heard of a man or two coming back.

57,662. Have you any property in Lower Wych Iscoed?—Yes.

57,663. Do you know anything about the salt works which were mentioned by Mrs. Bulkeley Owen this morning?—They were last worked about 30 years ago. I had a number of overtures from company promoters some two or three years ago to revive them, but they fell through.

57,664. They have not been worked for 30 years?—I believe that is about the time.

57,665. Why would you say the work was given up, or why are they not worked?—I do not know. It is a considerable distance from a station, and it is not on a good road, and I suppose the price of salt has gone down; I am only conjecturing; it did not pay to work them.

57,666. It is the difficulty of carriage at present?—I should think that had something to do with it, but I believe the brine is very weak now. I do not know what it may have been in times past, but I believe it is now weak. The Salt Tax being done away with, I am told, stopped the manufacture.

57,667. You do not think it all depends upon the difficulty and distance of carriage?—That of course would be an element. When it was proposed to revive these works, it was proposed to get the brine down close to the railway by gravitation, and manufacture it there.

57,668. That would be a source of wealth to the district, I suppose?—Yes, well, I think that the negotiation I had was on the Cheshire side—just the other side of the brook—but it would have affected both sides equally.

Sir John Llewelyn.

57,669. You spoke of a leaseholder. Have you had one leaseholder?—We have had one leaseholder on the property—that is of a farm.

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57,670. Have you had applications for more leases?—No, I have offered a tenant a lease before now, and he would not have it. Any good tenant could have had a lease at any time if he wanted it.

57,671. Do you argue from that that they considered that they were reasonably secure under a good landlord?—I think so.

57,672. Is that what they thought, as far as you know?—Certainly, that they were secure as regards the holding, and they thought that perhaps if they were leaseholders rather more would be expected of them in the way of repairs.

57,673. But you would be prepared to give leases if they asked for them?—It does not rest with me, but I think my principal would be willing to give any good tenant a lease.

57,674. Have there been any consolidations on your property?—Not that I know of.

57,675. Have you laid much land down to permanent pasture?—A very considerable quantity has been laid down to permanent pasture.

57,676. Has that involved much alteration to buildings?—Considerable addition in the way of building new cow-houses.

57,677. I think you said something about your agreement allowing for compensation for buildings. Do the tenants do any part of that building?—They do nothing to the building except carting the materials.

57,678. I thought you said something about it in your examination-in-chief?—I did not mean to. I only meant to say that if they carted the materials we should be perfectly prepared to consider it.

57,698. 57,679. Has the landlord in every instance provided the whole of the material for the buildings?—Yes, the whole of the material and everything.

57,680. Just following that up, I took this down at the time, I do not know whether I took it correctly, that in disputes you refer to arbitration?—Certainly.

57,681. Would you tell me what kind of arbitration—what would the arbitration consist of?—In very many instances where it is a case of assessing the value of manures and claims, and the value of fixtures, the matter has been referred to a man in the neighbourhood who has had the confidence of a good many people in the country, a local auctioneer.

57,682. One valuer?—One man.

57,683. Mutually agreed upon?—Mutually agreed upon between the outgoer and the incomer. I have suggested the name to the tenant because I have found him generally acceptable. I have said, "Well, you have these claims; would you be willing to leave it to Mr. So and So's arbitration?" and asked the other man the same.

Chairman.

57,684. I have a question to trouble you with from Mr. Owen Wynne: "Do you think

Chairman—continued.

"the farmers would be better off if they had leases instead of yearly tenancies"?—I cannot see that they would be better off in any way whatever.

Mr. Griffiths.

57,685. Were these cow clubs established before the rinderpest, or is it since that they have been established?—I am told that many cow clubs were in operation before the rinderpest, though I believe the particular one to which I was alluding especially has been established since. Then, my Lord, may I ask if you wish to hear Mr. Godsall's evidence that I mentioned; I have not incorporated that.

Lord Kenyon.

Will you just give the figures with regard to his estate?

Chairman.

57,686. What is the name of the estate?—Iscoed Park. The average rent is 30s. an acre.

57,687. Whose estate is this?—Mr. Godsall's. He has not been able to attend.

57,688. Where is it?—Iscoed Park.

57,689. What does it consist of?—887 acres.

57,690. What rent?—1,345l.

57,691. Any abatements?—I may say that that is not tithe free. He has frequently made large abatements in bad seasons, but his custom has been, if the farm is not worth the rent, to make it so by draining and boning, or building Dutch barns. Since 1883 he has permanently reduced most of his rents.

57,692. To what extent, do you know?—I do not know. The whole of the property has been re-organised and laid out. He has had no instances of farmers insolvent, and he cannot think of a single instance in which a tenant farmer and his family have gone down in the world. As to money spent on improvements, this property has been remodelled and re-fenced and drained, and partially boned. Six new farmhouses, bricked and slated, and homesteads to them, have been built new entirely, out of nine; 16 cottages and buildings for pigs and cows have been erected.

57,693. At what expense?—I have not got that. Then the question is asked, "Where you have invested money in land what per-centage in money does it return you?" The per-centage is very small indeed. He says that the kindest feeling exists between landlords and tenants; the landlords assist their tenants in every way. We got through the cattle plague years with very few changes. Then, my Lord, I was asked how many members there were, and how many cows, in the cow club that I mentioned just now. I am told that in the cow club I was speaking of there are 170 members and 400 cows.

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Mr. T. JONES.

[Continued]

Lord Kenyon.

57,694. That is the Bronington Club?—The Bronington Club.

Sir John Llewelyn.

57,695. I suppose they are principally established for the working classes?—Yes.

57,696. That is the principal intention of them more than for the farmers?—Yes.

57,697. But there is no restriction?—I always urge all the working men to insure their cows whenever I have the opportunity, and I insure my own cows for that reason.

The witness withdrew.

Mr. THOMAS JONES called and examined.

Chairman.

57,699. Where do you live, please?—Bankhouse Farm, Hanmer.

57,700. Are you a tenant of Lord Trevor's?—Of Lord Trevor and of Lord Kenyon too.

57,701. What would you like to tell the Commission?—I am on perfectly good terms with both landlords.

57,702. What is the size of your farm?—The land I hold under Lord Kenyon is 27 acres. It is accommodation land, and comes up to the farm under Lord Trevor.

57,703. You have got one field of Lord Kenyon's?—27 acres.

57,704. What is the size of Lord Trevor's land you hold?—Lord Trevor's land is a leasehold place. It is a large farm. The two farms together were let to my late father in 1880, with power to sub-let the Bankhouse to me.

57,705. What is the acreage of it?—The acreage altogether is 477 acres.

57,706. And the rent?—£20l.

57,707. Then you are a very large farmer for this district, perhaps the largest?—Well, one of the largest.

57,708. The largest in this district, no doubt. What is the rent of Lord Kenyon's 27 acres?—It is accommodation land, and the rent is 50l.

57,709. You are doing very well then, I suppose, are you not?—Doing well.

57,710. Yes?—Well, we have done better, my Lord. Times are not very good.

57,711. But you are under a lease?—Under a lease, and a favourable lease too.

57,712. Have you had any reduction under your lease?—Not at all.

57,713. Have you asked for it?—Yes, in 1885. The other tenants were returned 10 per cent., but an exception was made as regards the leaseholders.

57,714. That was rather hard on the leaseholders?—Well, we thought so at the time.

Lord Kenyon.

57,698. Will you ask some person if he will kindly send to the Secretary a balance sheet of that cow club and the rules?—I will. (*See Appendix.*)

See 57,679.

May I be allowed to make a slight correction as to one point. I am afraid I gave the impression that in every case of buildings being put up they had been done entirely by the landlord. I did not mean to say that in that most absolute way. A small holder has not unfrequently come to me, especially when the men were busy, and said, "If you will give me some boards and a few sheets of galvanised iron I will put the building up, or I will pave the pigstye if you will give me a few bricks." It is not the same case with farm buildings.

Chairman—continued.

57,715. There was no reduction made?—There was no reduction made, but certain repairs were done by the landlord afterwards in consideration.

57,716. You are managing to hold your own in spite of the bad times?—Yes, from 1870. Well, my father died two years ago, and my brother and I carry it on in his stead.

57,717. Is farming a very uphill game in these times, or are you doing pretty well in this district?—We find it an uphill game, a lot of labour is required. We are dependent on labour chiefly.

57,718. Have you got enough labour for a large farm like that?—Yes, we have plenty of labour.

57,719. Is it a mixed farm, or is it chiefly grass?—It was formerly a mixed farm, but now it is a dairy farm.

57,720. In this part of the world, when the miners are in good work, I take it you have a very good sale for your produce?—Oh, yes.

57,721. Good markets?—Yes, fair markets.

57,722. Have you any ideas about a land court, or any wish to express upon that subject?—No, we are fairly well contented as we are. The lease grants us the farm for 17 years to farm as we like, and the landlord is perfectly willing to renew.

57,723. Then you are under better conditions, of course, than a yearly tenant would be, in case of anything happening to his Lordship you would go on just the same?—Certainly.

57,724. If the estate was sold, or anything happened, you would be safe?—Perfectly safe for the time being.

57,725. Have you ever known of any cases of hardship where farms have been sold in the neighbourhood?—No, I do not recollect one now.

57,726. Is there anything else you would like to tell us?—No.

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HON. G. E. H. TREVOR.

[Continued.]

Lord Kenyon.

57,727. You make cheese, do you not?—Yes.

57,728. Have you got as good a price for your cheese this year as the last?—No, we have not.

57,729. I am sorry to see the fairs have been down lately?—The fairs have been down very low, but they are better than they were a month or six weeks ago.

57,730. To what do you attribute their being down?—Extra competition from America and extra large make.

57,731. Has not the American competition in cheese slackened off the last few years?—I believe they have got a more advanced system of cool storage over there, so that instead of flooding the market they can now keep their stuff back till they can command good prices.

57,732. Do you think the American cheese competes with the best English or Welsh?—Not with the best quality.

57,733. It does with the inferior qualities?—With the medium classes more.

57,734. Do you think that cheese making has improved in this district in the last year or two?—Yes, in some cases good has been done, and in some cases harm has been done by the instruction that has been provided. Farms vary, and anyone going straight away from the dairy lecture or demonstration, and making cheeses on the same principle exactly, might probably spoil the cheese.

Lord Kenyon—continued.

57,735. That is exactly what I was going to try to get from you?—I know where cheeses made exactly on Mr. Willis's principle have not been exactly suitable to the farm, but still many good hints have been given by that demonstration.

57,736. I do not suppose any demonstration could tell every man how to make cheese?—He cannot do it himself. When he goes round, some of the cheeses made in the farm are not as good as the cheeses made in the dairy are.

57,737. For instance, the temperature varies considerably?—Oh, yes.

57,738. At what temperature do you make yours?—About 86 at present, I believe, up to 90 in the spring.

57,739. Do you raise many poultry?—Yes, a good deal of poultry.

57,740. I forget whether you have been troubled with the foxes or not?—Well, not a great deal. We have never sent a bill in.

57,741. I think you are one of the tenants in this part of the world who are also their landlords' gamekeepers too, are you not. You have no gamekeeper?—We are not troubled with a gamekeeper, no.

57,742. I mean you look after the game for Lord Trevor. There is no gamekeeper on the estate?—There is no gamekeeper on the estate. He always is well satisfied with the game on the estate, but he will not be this year, for it is a very bad year for game.

The witness withdrew.

The Hon. G. E. HILL TREVOR called and examined.

Chairman.

57,743. You are agent to your father?—Yes, my Lord, I was appointed in 1880. I must apologise that, owing to a death in my family, I have been unable to appear, as I should have done, before the Commission before, but I have done the best I was able to do. I have had an immense amount of work as executor, and I have brought here details and particulars since 1862. I beg to put in Lord Trevor's farm agreement, and Lord Trevor's cottage agreement, and my appointment as general receiver and agent (*handing in documents*).

57,744. What is the size of the property?—The size of the property in the county of Flint is 1,029 acres, producing a rental of 1,407*l.* 16*s.* 8*d.*

57,745. How is that divided. Is it in small or biggish farms?—There are six farms and six cottages.

57,746. Are they mostly grass farms or mixed farms?—Principally grass.

Chairman—continued.

57,747. And I suppose they do the same trade as the others—dairying?—Almost exclusively.

57,748. Are your tenants doing fairly well?—Yes. Since 1862, when Lord Trevor succeeded the late Lord Dungannon, the rents have not been raised at all.

57,749. Have there been any abatements?—There have been several. I have prepared a list which I will read to you afterwards. I will first give you the general notes that I have been able to prepare. There is no land tax on the estate paid by tenants. The timber felled on the estate seemed to give the tenants satisfaction. In many cases they asked for trees to be felled. I have already said that cheese and butter is principally made. Remissions of 10 per cent. and 5 per cent., and also allowances of bone, have been made between the years 1880 and 1890. Repairs are done by the landlord. One lease has been granted to the late Mr. Frederick Jones, which was renewed and regranted.

57,750. And he is there now?—Mr. Thomas Jones is representing him, and at the present moment some conversation is taking place with

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Hon. G. E. H. TREVOR.

[Continued.]

Chairman—continued.

regard to renewing the lease when it runs out again, which I am led to understand will meet with the approval of Lord Trevor, and his eldest son, Colonel Hill Trevor. Dairy classes have been held in the neighbourhood. They have been held in 1890–94, at Old Hall Farm. All the permanent grass-seeds on this estate are supplied by Lord Trevor free. Fencing, rails, gates, and all building materials, are supplied free. The drainage has, with the exception of the leasehold of Old Hall and Bankhouse Farm, have been done free by Lord Trevor, and some years ago he got a large amount of what he was unable to undertake himself, done by the Land Drainage Company, upon which the tenants have been charged nothing. Three months is always allowed at the expiration of the rents becoming due, and extra time has been given in years which have not been so favourable. We find there is keen competition for farms when any become vacant, but there have not been many changes. There are not, and have not, been any arrears of rent.

57,751. No arrears?—No arrears. There was one trifling case some few years ago. No notice to quit has been served, and a very serious loss was sustained by Lord Trevor declining to give a tenant notice when a farm was obviously being injured. There has been one case, and one eviction for poaching in the last 13 years, none that I know of previously. The tenants do not express any wish for any land court or any other than the existing state of arrangement between landlord and tenant. I have a book here dated 1872, showing the value of the estate. For the Old Hall Farm, Hanmer, the annual value was then put down as 459*l.* 3*s.*

Sir John Llewelyn.

57,752. Is that a field-to-field valuation. As far as I can see, you have no schedule attached to it. Is it a gross sum or a field to field valuation?—This is field-to-field. The value was put down at 459*l.* 3*s.*, and the rent then in 1872 was 375*l.* In 1885 the Bankhouse Farm was added to it. The Bankhouse Farm is 155 acres, and the rent then, if the rent of the Bankhouse and the rent of the Old Hall had been added together, would have been 25*l.* more.

Chairman.

57,753. That is the same farm as is occupied by Mr. Jones, the last witness?—The same farm; instead of which it was let at 25*l.* less.

The rent of Tallarn Green Farm in 1867 was 140*l.*; in 1870, 140*l.*; in 1875, 120*l.*; in 1880, 120*l.*; in 1885, 120*l.*; in 1890, 120*l.*; in 1894, 120*l.*

The rent of Plassy Farm in 1880 was 120*l.*; in 1885, 120*l.*; in 1890, 113*l.* 15*s.*; in 1894, 113*l.* 15*s.* The rent of New Hall Farm in 1885 was 375*l.* The tithe amounts to 59*l.* 8*s.* 6*d.*, and the farm was let in 1890 to the present tenant at 400*l.*, thereby showing a loss within a few years of 25*l.* a year.

Chairman—continued.

The rent of Tallarn was in 1880, 145*l.*; in 1885, 145*l.*; in 1890, 145*l.*; in 1894, 145*l.*

Then I have a list of the tenants. The Old Hall Farm was leased in 1871; the same family are there. Bankhouse Farm, 1880; same family. New Hall Farm, the present agreement 1889; same tenant there. Plassy, 1878; the same tenant. Tallarn Green, Mr. Capper, 1878; the same tenant. That gives an average of 18 years for each of those. I have prepared a rough list of the amounts spent.

New Hall Farm. Lord Trevor tells me that he spent 2,000*l.* on building the buildings at this farm. The draining and permanent grass seeds were found by him. Gates and pump repairs have been done three times, also repairs to house since.

Bankhouse Farm was added to the Old Hall Farm at the request of the late Frederick Jones, and is carried on at the present moment by the various sons. As much as 90*l.* has been deducted in a half year during the existence of the lease, on repairs done by the landlord, which were not required under the lease.

Plassy Farm: the buildings were rebuilt altogether, draining and permanent grass seeds, gates and everything else found free; repairs to the house, pigstyes, &c. all done two years ago, and repairs still going on.

Tallarn Green Farm: there were repairs to the buildings and drainage. Well repairs done three times. Water supply now under consideration to be put in, and a new shed put up. The other Tallarn Green Farm, there have been repairs and draining, and no interest charged.

Lord Kenyon.

57,754. Could you give the summary of the amount spent upon these six farms—just the sum total?—Unfortunately, previous to my being appointed, the agency was carried on in London by the solicitors there.

57,755. But since your appointment just give us the sum total?—Owing to the cause I have already mentioned, I am afraid I cannot produce the vouchers I should like to do, but I have put down the following list: New Hall Farm, we have vouchers for 1,476*l.* 11*s.* 8*d.*, which does not in any way represent what has been done; Old Hall Farm, 428*l.* 2*s.* 2*d.*; Bankhouse Farm, 158*l.* 6*s.* 8*d.*; Tallarn Green Farm, 92*l.* 17*s.* 8*d.*; Plassy Farm, 152*l.* 19*s.* 1*d.* The bills for the rebuilding of the Hall and the foregoing premises I cannot obtain, so that this in no way represents the rebuilding. Miscellaneous repairs, 356*l.*, making a total of 3,012*l.* 5*s.* 3*d.*, vouchers for which I have been able to bring.

57,756. That is since your appointment to the agency?—The principal part of this is since. There are one or two items previous.

Chairman.

57,757. I do not think we need go into those before your time. Then you are perfectly satisfied with the state of affairs on your father's part?—Perfectly.

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Hon. G. E. H. TREVOR.

[Continued.]

Chairman—continued.

57,758. You have told us that there is no wish for a land court?—No, we have heard no expression of opinion in favour of a land court.

Sir John Llewelyn.

57,759. You told us the estate in the county of Flint was 1,029 acres?—Yes.

57,760. Is there any in the county of Denbigh?—Yes, there is the house and grounds, and gardens, and a few cottages.

57,761. But not much farm land?—Only the home farm.

57,762. Any in the other parts of Wales?—No, no other part of Wales. There is the Brynkynallt Colliery; there are the minerals in Denbighshire.

57,763. Then it is a little more than the extent of 1,059 acres; that the Welsh property covers?—There is something under 700 acres in Denbighshire: that covers Brynkynallt Colliery, Brynkynallt House, and the Colliery House. There is a very insufficient supply of house room at present, owing to the good condition of the trade in Denbighshire.

Mr. Grove.

57,764. There is no special demand for leases, I think you say?—We have never been asked for one in any case, except the Old Hall and the Bankhouse.

57,765. And in that particular case where you are asked for it, it seems that they are pleased with it, and they wish to renew it from time to time?—They would like to, but then it was a very exceptional case. Soon after Lord Trevor came into the property, the old tenant died, and the late Mr. Frederick Jones was a very good tenant, who expended a large sum of money, and he was met by his landlord.

Mr. Richard Jones.

57,766. Have any claims been made on Lord Trevor by any tenant owing to damage or for any improvements?—There have been claims on a change of tenancy which have been already paid and done with in years gone by—outgoing claims.

57,767. In respect of permanent improvements?—No; hay and straw left at the end of the tenancy.

57,768. How would that be settled?—That was settled by the incoming and outgoing tenants appointing an arbitrator with a final umpire.

57,769. There has never been any difficulty in settling a claim?—None.

57,770. No recourse has been had to the Agricultural Holdings Act?—Not that I remember.

57,771. Why was the Bankhouse added to the Old Hall Farm?—I think principally because the late Mr. Frederick Jones wanted more land. It joined the Old Hall Farm.

57,772. Is that the father of the present Mr. Jones?—The father of the Mr. Jones who has given evidence.

Mr. Richard Jones—continued.

57,773. Then it was a case of land hunger?—I presume it was. It was previous to my appointment.

57,774. What became of the house of the Old Hall Farm?—There was a permission granted to Frederick Jones under the lease, for the son to live on the Bankhouse and act as bailiff to his father, he still remaining the tenant. I have got that permission with me.

57,775. Are the two brothers managing the Old Farm now?—The three brothers really hold it. Mr. Thomas Jones and his wife and family live at the Bankhouse, and the widow and the other sons live at the Old Hall Farm. They are only a quarter of a mile apart.

57,776. There are not many instances of consolidation on the estate?—Not that I know of. This is the permission I spoke of (*producing same*).

57,777. What is the state of the buildings at Bankhouse?—The Bankhouse buildings are under consideration at the present moment for some considerable repairs. On the death of the late Mr. Frederick Jones the question was to have been settled then as to how much they would do and how much the landlord would meet them, and owing to the death of the leaseholder the matter has been postponed; it is under consideration at the present moment.

Mr. Brynmor Jones.

57,778. Why in the arbitration clause do you try to vary the procedure of the Act of 1883 by inserting the clause, "Without any appeal in any case to the County Court," and saying that "the provisions of section 55 of such Act relating to notice and appeals to the County Court shall not apply to this tenancy." I am not suggesting that it is perfectly clear that it does contravene section 55, or is inconsistent with the Act, but I do not quite see why you have put it in, because it is the landlord's interest as it is the tenant's interest, that there should be an appeal in the heavy cases?—It seems to me to have answered very well. It led to no trouble.

57,779. You think on the whole that even in cases involving two or three hundred pounds, that is to say, cases above the limit, you would rather have finality than have any chance of an appeal to the County Court, with a possible case stated before the High Court?—Yes, and we have never had a tenant object to it—not in any case.

57,780. It is trusting a good deal to the arbitrators or the umpire, is it not?—Well, one is appointed on each side.

57,781. But the point on which there would be an appeal to the court would be matters of construction, matters of law, not so much matters of fact?—They have got a sort of unwritten custom of appointing one on each side, and then they usually suggest Major Birch, in the Vale of Clwyd, as the umpire, and in only one case in the last 13 years has it gone so far—in only one case has it gone so far as the umpire.

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Hon. G. E. H. TREVOR.

[Continued.]

Chairman.

57,781a. I have a question to put to you by Mr. Vincent: "Referring to your series of rentals, is Mr. Vincent right in thinking that before the last Tithe Act the tithes were paid by the tenants and the land is now tithe free?"—Mr Vincent is quite right. The Tithe Act came in in 1890 I think. Before that the rent in one case I mentioned was 375*l.*, the tithe being 55*l.* 8*s.* 6*d.*, and the rent was then put at 400*l.*—a loss of 25*l.* Since that date the tenants have continued to pay the exact amount of the tithe, without any alteration in the agreement.

Chairman—continued.

May I be permitted to make one correction as to what I said about cottage property. Lord Trevor insisted on the cottages being let to the cottagers, independent of the farmers, and that led to a large amount of repairs, in one case to the amount of 37*l.* to a double cottage. Since then the arrears have been perfectly incessant, and it is fast becoming the fact that cottages on this estate are rent free, because we can get no rent.

The witness withdrew.

Mr. TREVOR GRIFFITH BOSCAWEN re-called and further examined.

*Chairman.*See
57,317-19.

57,782. You wish to make an explanation, I understand?—I wish to correct one portion of my evidence, namely, the answer I gave to a question put by Mr. Vincent. He asked me what number of men were employed on the Gredington estate, and what the wages were. I said I had not got any particulars with me then, but I said I thought there were from 40 to 50 men employed, and that the wages were about 50*l.* a fortnight. Of course that is obviously wrong, because at that rate the men would only receive 10*s.* a week. I find on referring to the books that we have 26 men employed on the estate, and that we pay every fortnight 45*l.* That is the average. There are also, including men on the brickyard, at the home farm, and other men on

Chairman—continued.

other portions of the estate, about 19 extra men. Those men's wages are not included in the fortnightly pay; they are paid in various other ways. The 50*l.* I gave as the fortnightly wages was 5*l.* too much, and it only referred to 26 men.

57,783. It comes practically to 1,200*l.* a year, besides these other extra men?—About that.

57,784. What would you put these other extra men at—another 400*l.* I suppose?—The extra men include three men at the brickyard, six men on the home farm, two keepers on the other estate, and the stablemen at Gredington. I understood from Mr. Vincent that he wished to know the number of men his Lordship was paying every week.

The witness withdrew.

Adjourned to Mold.

31 August 1894.]

MR. J. LLOYD.

SIXTY-SEVENTH DAY.

The Town Hall, Mold, Flintshire, Friday, 31st August 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHYS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. JOHN LLOYD called and examined.

Professor Rhys.

57,785. You are Mr. John Lloyd of the Antelope Inn farm, and occupier of three other farms, namely, Dolfechlas ucha, Bryn Celyn, and Bryn-y-Gareg, and you are a tenant farmer?—Yes.

57,786. In what parish are those farms?—Cilcain, Mold.

57,787. Does the total acreage of your holdings make 228 acres?—Yes.

57,788. Will you give the figures of each?—I have prepared my evidence in writing.

57,789. How much is the Antelope farm?—28 acres. Dolfechlas ucha, 100 acres; Bryn Celyn, 60 acres; Bryn-y-Gareg, 40 acres.

57,790. Without the right of sheep run?—There is no sheep run. The names of the owners are:—Antelope and Bryn Celyn, P. B. Davies Cooke, Gwysaney; Dolfechlas ucha, E. O. V. Lloyd, Rhagatt; Bryn-y-Gareg, executors of the late T. W. Humphreys, Esq., Swansea.

57,791. Is there any unenclosed land in the district which could be cultivated with profit?—No.

57,792. You think that things are managed best on the large estates?—Yes, I do.

57,793. What do you say about politics, religion, and language?—It makes no difference whatever.

57,794. The usual time for entering on a farm in the district is?—29th November.

57,795. Do you talk Welsh or English chiefly?—I talk both.

57,796. What do you call that date in Welsh. Is there any common name for that time of entering on a farm in your district?—“*Dydd Gwyl Andros*” (St. Andrew’s Day).

57,797. You have a yearly agreement?—Yes.

57,798. Have you any leases?—Leases are not common in this district.

57,799. Do you know of anyone who has been refused a lease?—No.

57,800. Do you know of anyone who has asked for a lease?—No, not and been refused.

57,801. Do you think that tenants are as safe under yearly agreements as under leases?—Well

Professor Rhys—continued.

I have lived under Mr. Cooke for over 40 years. I never asked him for a lease because I felt quite safe and quite satisfied with him and his agent.

57,802. You are satisfied with your agreement?—Quite so.

57,803. There is no part of it that you wish to alter?—Not the least, because our landlord and agents are not strict with us. They always allow us to do almost everything that we ask them. They never refuse anything.

57,804. Do you obtain a copy of your agreement?—Yes.

57,805. Do you understand what is in it?—Quite so.

57,806. How is the rent fixed?—At a lump sum generally.

57,807. Do you notice whether the rents are much the same on your estate as on the other estates about?—Well, they are very much alike; I hold under three different landlords.

57,808. So that you consider the rents are much the same?—Much the same as a rule.

57,809. Are you required to do any services besides the payment of rent?—Nothing whatever.

57,810. Are the farms given to the highest bidder. Is that the way they are let?—No, they always fix the best tenant they can get so far as I have seen.

57,811. With regard to the rent, you say in your statement that there has been a reduction?—Yes, I have had an abatement from Mr. Cooke of 10 per cent. for years, and from Mr. Lloyd of Rhagatt as well.

57,812. In your written statement the 10 per cent. from Mr. Cooke is called a reduction; is it a permanent reduction?—No, it is an allowance.

57,813. It is an abatement?—Yes.

57,814. Five years ago you had an abatement or reduction of 10 per cent. on Dolfechlas ucha?—Yes, that belongs to Mr. Lloyd of Rhagatt.

57,815. Then you have had an abatement of 10 per cent. since?—Until the last rent-day. The abatement is stopped upon that estate now.

31 August 1894.]

Mr. J. LLOYD.

[Continued.]

Professor Rhys—continued.

57,816. On the Antelope and Bryn Celyn there has been an abatement of 10 per cent. since when?—Since 1886.

57,817. Is it an annual abatement?—An annual abatement.

57,818. With regard to the rates, have they greatly increased?—Yes, they have. In former years we did not have a School Board rate, but the School Board rate now is about 11d. in the £ or so in the year.

57,819. What about the highway rates?—I think they are a little bit higher. I cannot say how much.

57,820. You have something to say about the Income Tax, Schedule B.?—Yes, they always come upon us for that, whether we make a profit or not, and in the last year we did not make a profit, only a loss.

57,821. I think one of my brother Commissioners would like to get a little more information upon that point presently. I think we must accept that statement with some reservation at present. Now in regard to consolidation, has there been any consolidation of farms?—Yes, but not much.

57,822. On which estate?—On Mr. Cooke's estate, some years ago—not much.

57,823. What has been the result?—That farms are in better order by far now.

57,824. And more or less labour employed?—More, I should say. Of course, they farm them better—a great deal better—than they used to do with the small farms.

57,825. Does consolidation usually mean more labour employed in this district?—Yes.

57,826. What do you think about the large farmers as compared with the smaller ones?—I think they are best off.

57,827. Do they farm better?—Yes, they do.

57,828. Do any farmers in this district sublet?—Well, I have sublet two of my farms to my two sons.

57,829. Is there much subletting, do you know, besides?—I do not think there is.

57,830. When do you pay the rent?—We do not pay it when it is due; we pay it when it is more convenient to us. Our landlords have altered the times, since I remember, once or twice for our convenience as tenants.

57,831. Do you know at all whether any of the farmers have to borrow money to pay their rents?—Indeed, I do not.

57,832. Are labourers plentiful?—There are plenty in my district.

57,833. What do you consider the state of cultivation in this district, so far as you have observed it? Is the country round here in a good state of cultivation, or not?—Very good, in my opinion.

57,834. There is no waste land, you say?—None that could be reclaimed for profit.

57,835. What about laying down land to pasture?—Well, we have done a great deal of that lately, because we find it pay better in pasture than growing corn. Only we must grow a certain amount of corn for straw and turnips.

Professor Rhys—continued.

57,836. For what period are you speaking now—how many years?—Well, within the last 20 years.

57,837. What crops have increased in consequence of this change of pasture? Used you to have so much root crop formerly as now?—Not half as much.

57,838. How is that?—I do not know how it is. We find we cannot do very well without root crops now to fatten our cattle and sheep.

57,839. Then do you have summer fallowing?—No.

57,840. What has taken the place of that?—Well, growing turnips and root crops.

57,841. How far have the landowners aided you in those matters? What have they done for you?—Well, they provide us with good buildings for ourselves, and outbuildings as well. They provide us with plenty of good water in our houses and outside.

57,842. What about the drainage on the farm; who does that?—The landlord.

57,843. And the irrigation?—Yes, that is done by the landlord. We get new gates and posts, and they set them up for us.

57,844. And tanks for liquid manure?—Yes.

57,845. The landlord provides all these things?—Yes.

57,846. What do the tenants do?—Well, we cultivate the land—manure it.

57,847. Who pays for the seed?—We seed it too; we find all that, and hedging and ditching, and cleaning the land; farm it properly.

57,848. Are you a great student of the Agricultural Holdings Act?—Not a very great student, but still I know partly what it is.

57,849. You have read it?—Yes.

57,850. You know what it contains?—Yes.

57,851. I think you say you know it is illegal to contract out of it?—Yes.

57,852. Have you seen any attempt to do that? Do you know of anyone having tried to contract out of it?—Indeed, I do not know of any; I do not remember any.

57,853. I ask it because you give those words here: That you are aware it is illegal for anyone to contract out of it?—I know that.

57,854. You have not heard of anyone trying to do so?—No.

57,855. In regard to the custom of the country, as to crops and so on, between the incoming and outgoing tenant. What is the custom?—We will say for the outgoing tenant his share of wheat in summer fallow, two-thirds; any other, one-half.

57,856. And with regard to hay and straw and manure, and unexhausted improvements, what about them?—The outgoing tenant gets paid for them.

57,857. Is there any trouble about game in the district?—No.

57,858. Is there any game preserved in the district?—Oh, yes.

57,859. What do you think of freeholders?—Well, I think they are the better off of any of us.

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[Continued.]

Professor Rhŷs—continued.

57,860. Better off than the tenant farmers?—Yes.

57,861. Are there many freeholders?—No, not many.

57,862. Have any of them bought their holdings recently?—Well, there are some who have bought recently.

57,863. Most of them?—I think most of them have bought recently.

57,864. And there is a good number of them?—Not many.

57,865. On the whole, you consider they are better off than the tenant farmers?—Yes.

57,866. Then they were able to pay the money up for their farms?—I suppose they were.

57,867. I suppose they were not obliged to borrow largely?—No, I hope not.

57,868. You say you hope not, but I took it for granted you knew about them?—I do not know exactly whether they had money to pay of their own, without mortgage—I do not know—I consider that they were freeholders—that they did not owe a penny upon them.

57,869. You have opportunities of knowing something about them?—Yes.

57,870. You know what is thought of them in the neighbourhood?—Yes.

57,871. Have you had any assistance from any members of your family to pay the rent?—No, not to pay the rent.

57,872. You have said in your statement that you paid the rents for your farms without the assistance of your sons for 40 years; is that so?—Yes, I have done so.

57,873. With regard to a land court, what do you say about that?—Well, I should be very sorry to see a land court myself. I think a tenant can do better with his landlord himself than go to a court, by far. There would be a better feeling between them, if they can deal themselves without arbitration. I am of opinion I should be very sorry to see a land court in Wales.

57,874. As to the present state of agriculture, what do you say about prices?—Well, the prices are low, and I cannot see any chance of their being improved for some time, owing to foreign competition. We get our grain, our cattle, our sheep, and everything else from a foreign land, much cheaper than we can rear them here, in one sense.

57,875. Have you any remedy to suggest how this state of depression can be met?—I have not, indeed.

57,876. Do you see any chance of getting higher prices soon?—Not the least for some time to come.

57,877. You think that foreign competition is developing?—Yes.

57,878. What are the relations between you and your landlords? Are they satisfactory?—My relations between myself and the landlords and their agents are very good; they could not be better.

Mr. Griffiths.

57,879. Can you hand in a copy of your agreement?—I have no agreement at all for most of my places. Here is one. (*Handing.*)

57,880. Did you ever apply for one?—The only terms between me and some of my landlords is the Agricultural Holdings Act. There is no agreement whatever; he trusts me, and I trust him.

57,881. Both of you understand that fully, I suppose?—Yes.

57,882. Have you a separate dwelling-house upon each of these farms?—Yes.

57,883. Are they kept up in proper order?—Yes, they are.

57,884. You have not brought with you any receipts for the rates. You say the rates have so very much increased; have you brought the receipts to show that?—No, I have not.

57,885. Where we were yesterday we found that the rates had been reduced very much?—I think it is otherwise in our district.

57,886. Do you consider that large farmers are better off in times of depression than small ones?—Yes, I believe so.

57,887. How do you explain it?—Well, as a rule, they have more money at their backs; they can keep their stock, perhaps, from one year to the other, as I have done myself. There is no doubt I should be badly off many times if I had to sell to meet the rents every year.

57,888. But that depends upon the money that a man has at his back?—Yes, the small farmers in our district have no money as a rule, only just enough to pay their way, but large farmers have.

57,889. The small farmers do not pay any labour bills?—Not much, as a rule.

57,890. Has not your labour bill advanced of late years?—In my district very few small farmers are able to cut their own hay. I cut the hay for, say, half-a-dozen small farmers every year with my machines.

57,891. How many acres would you consider a small farm?—About 20 or 30 acres, say.

Professor Rhŷs.

57,891a. You own yourself 228, and you mention small farms of 20 and 30 acres?—They are just intermixed with my farms.

57,892. What is the average size of a farm do you say in the district?—Well, from 15 to 30 acres.

57,893. What is the average size of farms, take the large farms and the small farms together, what should you say is the average?—An average farm would be, perhaps, 100 acres or so.

57,894. There are some farms of that size besides the holdings that you hold?—Yes, there are.

Mr. Griffiths.

57,895. Have the landlords assisted in laying down land to pasture in any way. Have they given the seeds or manure?—I do not know any that have done so in our part.

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[Continued.]

Mr. Griffiths—continued.

57,896. We heard yesterday in most cases the landlords assist the tenants by giving seed, or giving manure, and things of that kind?—They do give manure in several places in our part.

57,897. Does it not cost you more to attend to the root crops now than when you commenced farming?—No, I do not think it does.

57,898. Are you able to get women out in the field to work?—No, our implements are much better now than they used to be.

57,899. But they cost you money, do they not?—Yes, they do.

57,900. How much more does it cost now to go into a farm with implements than it did when you commenced farming?—It would cost a great deal more. For mowing you would get a scythe for 5s., but now you will have to give 20l. for a mowing machine.

57,901. And all other implements I suppose in a similar proportion?—Yes.

57,902. Do you pay any interest on draining?—Yes.

57,903. What percentage?—Indeed I forget exactly.

57,904. You have not had much done for you it may be, in that way?—I do not hold any land now (I did formerly) that has been drained.

57,905. Did your sons work with you on the farm before you put them in these other farms?—My sons are not very old yet. There is one 21 years of age, and the other is about 23 years old.

57,906. Still I suppose they worked with you from the time they were 16, did they not?—Oh, yes. I had them apprenticed as farmers ever since.

57,907. Did you pay them any wages?—No.

57,908. I thought you said just now that they did not do anything; that you had no assistance from your children?—I mean I have not had any in one sense.

57,909. You mean no assistance in money to pay the rent?—I mean in labour too.

57,910. Do not your sons labour when they grow up and have done school?—Oh, yes.

57,911. What did you mean by saying you had no assistance from them?—Well, I farmed over 40 years without them.

57,912. When you had them did they not assist you in any way?—Oh, certainly, now they do, or assist themselves, because they have farms of their own now, each of them.

57,913. With regard to unexhausted manure, have you any fixed scale in your agreement as to unexhausted manure?—No.

57,914. Supposing you leave your farm now; what do you expect to be paid for it?—I should expect to get compensation for the unexhausted improvements; of cake consumed and manure used, and so on.

57,915. According to the Agricultural Holdings Act, of course?—Yes.

Mr. Griffiths—continued.

57,916. What makes you think that freeholders are so much better off than the tenant farmers. We have found elsewhere they say the tenant farmer is far best off?—Well, I cannot see any reason why a man getting his land for nothing is not better off than a tenant farmer that pays rent.

57,917. Were all these tenant farmers able to pay for their farms as they purchased them, do you think?—Well, I know that some had plenty of money to pay for all.

57,918. Had they made their fortunes by farming?—Well, I cannot say that.

57,919. I suppose someone left them some money?—Yes, relations and one thing and another.

57,920. With regard to these people who have bought their farms, do you think they farm rather better than the tenant farmers do?—No, they cannot.

57,921. You appear to have very good landlords. Have you not heard of others in the district that have not such good landlords as you have?—Yes, there are lots no doubt not so good as ours.

57,922. Do you not think on their behalf it would be a very good thing in settling the question of rent to have some court to appeal to?—For my own part I would not like it.

57,923. That is quite right for your own part; but you know everyone is not in the position you are?—I do not think it would be a good thing for anyone to have to go to a land court.

57,924. How would you settle the matter. A tenant farmer comes to his landlord and complains that his rent is too high. The landlord says, "No, I do not think it is." What is he to do?—A tenant farmer ought to know exactly what he can make out of his farm, and if the landlord will not take his offer, it is the best way for that tenant farmer to go somewhere else.

57,925. Where is he to go. Are there plenty of vacant farms about?—I will just tell you. I am one out of ten myself, seven gone to America, one dead, and two stopped in Wales. They have gone to America the last 35 years.

57,926. You would recommend them to emigrate?—I would recommend farmers that cannot agree with the landlords to emigrate at once.

Mr. Richard Jones.

57,927. Will you state what is the rental of these farms which you occupy. What is the rent of the Antelope?—I cannot tell you, I have not put it down.

57,928. Do you not know the rent of the farm?—Yes, no doubt; but I do not recollect how much it is now.

57,929. How long have you been paying rent for this place?—The Antelope?

57,930. Yes?—Over 40 years.

57,931. Still you do not remember the rent?—I do not remember at this moment, I cannot

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Mr. Richard Jones—continued.

tell you that rent or the rent of any of my farms, to the pound.

57,932. Your memory is not a very retentive one I must say.

Professor Rhys.

57,933. Do you remember the total rent you pay?—No, I do not remember it.

57,934. Not the whole rent you pay?—No.

57,935. Well I do not think you have taken much trouble to find out the figures for us?—I do not remember.

Mr. Grove.

57,936. Is it 1*l.* or 2*l.* or 5*l.* an acre. Say roughly?—It is about from 15*s.* to 30*s.* an acre, the land I hold.

Mr. Richard Jones.

57,937. I see here you say in your statement the rent is 69*l.* 12*s.* 6*d.* for 28 acres?—The house included.

57,938. You do not remember the rents of the other places?—Not to the penny.

57,939. Can you give us somewhere near it?—Oh, yes.

57,940. What is Dolfechlas?—69*l.* somewhere about, it may be a few shillings more, or a few shillings less.

57,941. Dolfechlas is 100 acres?—Yes.

57,942. What is the rent of Bryn Celyn?—I do not know exactly what the rent of Bryn Celyn is.

57,943. About—somewhere near?—It is about 73*l.* including tithe.

57,944. 1*l.* an acre?—Yes.

57,945. Bryn-y-Careg?—About 35*l.*

57,946. Is the land of the Antelope farm much better than Dolfechlas?—Yes, better by half.

57,947. You pay for that over 2*l.* an acre?—Well it may be including the house.

57,948. Is there any very poor land on Dolfechlas?—Yes, not worth 5*s.* an acre.

57,949. Is it bog or marsh?—No, waste land, rubbish and everything else.

57,950. Yet you consider the Antelope farm is let as reasonable as Dolfechlas?—Yes, every bit.

57,951. Who occupies the houses on these farms. In which do you live?—At the Antelope.

57,952. Who lives in the house at Dolfechlas?—My bailiff.

57,953. Who lives at Bryn Celyn?—My sister-in-law lives in the house, although my son is the tenant.

57,954. Who lives at Bryn-y-Careg?—Mrs. Owen, although my son is tenant of the farm.

57,955. You put forward that you are the tenant of these places and not your sons?—Yes, I sublet to my sons.

57,956. You are responsible to the landlord?—Yes, I am.

57,957. You say there is no demand for leases?—I do not know of any.

57,958. Can you give any reason why there is no demand for leases. Years ago there was a

Mr. Richard Jones—continued.

great demand for leases?—Well, I will tell you. There is a farm not far from Mold just close by here that has been let on lease a good many years ago now.

57,959. For how many years?—For 21 years. I was with the farmer when he was taking it. Times were very good then, and they had a very high price for the farm. Lately, say some years back, the landlord of that tenant reduced his rent something like 75*l.* a year, I think.

57,960. Who was that landlord?—Mr. Phillips of Rhual Hall, Mold, and the tenant is John Lloyd of Maesgarman farm.

57,961. Has the lease expired?—No.

57,962. And his rent has been reduced as much as 75*l.* a year?—Yes.

57,963. What was the original rent?—I cannot tell you what was the original rent, but I know it has been reduced that much.

57,964. Was it a repairing lease. Had the tenant bound himself to keep the buildings in repair?—No, the landlord keeps the buildings in repair. I was with the tenant when he took that farm.

57,965. How many years are unexpired yet of the lease?—I cannot say exactly; it may be four or five years, or three or four years.

57,966. I must say it was very creditable on the landlord's part. You say that no services are required of the tenants except the payment of rent?—Nothing whatever on our part.

57,967. No haulage or anything?—Oh, no.

57,968. You say that you had abatements, but not lately on Dolfechlas?—The last half year. The repairs upon the estate are very much wanted and the landlord is going to spend the abatement money in repairing the buildings on the Rhagatt estate. I think they are going to spend about 3,000*l.* or 4,000*l.*, if I understand right.

57,969. Or else you have had abatements annually from the year 1886?—Yes, until this month. This month was our last rent-day.

57,970. What is the state of the buildings on Dolfechlas; are they very fair?—Well, it wants a good lot of repairs.

57,971. How long have you occupied this place?—About 27 years; it may be a little more or less.

57,972. Have you had any repairs done to the buildings?—Oh yes, several times; in fact we get a little repair every year.

57,973. Have you more accommodation for your stock now than when you first became a tenant of the farm at Dolfechlas?—Yes, I have.

57,974. Have you sufficient at the present time?—Yes, quite sufficient now.

57,975. I suppose you are able to keep more stock now than when you first became tenant of the place?—Yes, almost double it.

57,976. In consequence of your changed method of farming; that is, you do not raise much corn, and you have laid down the land to grass?—Yes.

57,977. Consequently you are able to keep more stock?—Yes.

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[Continued.]

Mr. Richard Jones—continued.

57,978. Do you think that the landlords generally have met the requirements of the tenants in this respect, and added to the buildings?—I believe they have.

57,979. Now, you say that you have laid down land to grass. Do you mean to say you have laid down the land with permanent grass seeds, or simply rotation seeds?—Not permanent we will say. We can cut it when we like.

57,980. Of course rotation seeds are not permanent. I suppose you would plough the and in some three or four years or so, after laying down the land with rotation seed?—Yes, and more in some parts; just as we think to cut it again. Some fields we like to cut much oftener than others.

57,981. You let it rest for four or five years, and some perhaps more?—Oh, yes, some of it 10 years.

57,982. Under those circumstances you have never made a claim for laying down land to pasture?—Oh, no.

57,983. What is the complaint you have to make with respect to Schedule B. Are there many farmers who pay income tax under Schedule B?—Well, I do not know of any tenant farmer in the parish of Cilcain except myself who does.

57,984. Do you keep farming accounts?—Yes.

57,985. If you keep accounts, do you not think it would answer your purpose better to fill your return under Schedule D?—Well, I have to pay upon Schedules A. and B. and D.

57,986. Are you a landlord?—Well, in a very small way.

57,987. You say that large farmers farm their land better than small farmers?—Yes.

57,988. That is contrary to the opinion which has been expressed very frequently before us?—Well, they may differ in different localities.

57,989. What is told us is that the farmers take a greater personal part in the management of a small farm than they would in a large farm; greater personal supervision and exercise; more care in working a small farm than they would with a large farm?—Well, it is different with us, I think.

57,990. I suppose more machinery would be used on a large farm?—Yes.

57,991. Do you find that the employment of machinery has reduced the labour bill to any very great extent?—No, I do not think it has.

57,992. You do not know any farmers who have been able to dispense with some of their men because they employ more machinery?—No.

57,993. Do you find that farms are as well cultivated now as they were many years ago?—Quite as well in our district.

57,994. Ditches and watercourses kept open?—Yes, hedges and everything else.

57,995. You say the landlords supply tanks for liquid manure. Do you know how many tenant farmers have been supplied with tanks?—Not so many, I think, but there are a few.

Mr. Richard Jones—continued.

57,996. Have the landlords supplied the tenants with Dutch barns for covering their corn?—Well, they are doing so now at Pembedw estate for the farms.

57,997. Who owns the Pembedw estate?—Mr. Buddicom.

57,998. Hitherto, they have not done much that way?—No. On the farms I hold I have one on each farm, but I have done that myself instead of thatching the corn and so on.

57,999. Entirely yourself?—Yes.

58,000. You were not supplied even with the materials?—No, I never asked.

58,001. Do you think it was for want of asking that you did not get it?—Well, I have not the least doubt if I asked my landlord he would do it now. I made a mistake. I must correct it now. I forgot about that. There is a shed at Bryn Celyn built on Mr. Cooke's estate; he found the timber, and I found the roofing and work and so on.

58,002. Is that on one of your farms?—Yes, under Mr. Cooke. The Bryn Celyn farm.

58,003. You say that the landlords have assisted the tenants in works of irrigation. What do you mean by that?—I know what drainage is.

58,004. Do you know what irrigation is—it is your own word?—I know what irrigation is too.

58,005. Will you answer, what have they done in the shape of irrigation?—I think my daughter copied the statement you have, and there may be a little difference.

Professor Rhys.

58,006. Who put the word "irrigation" in?—I should not wonder but my daughter did in copying it.

Mr. Richard Jones.

58,007. Is this your daughter's writing?—Yes, I think so.

58,008. Your daughter has been putting in something that you did not tell her?—It may be that she did.

58,009. What have the landlords done in the shape of seeding?—Nothing in our district.

58,010. She has put another thing in then?—Then she must be wrong.

58,011. Manuring?—The tenant farmer does that and the seeding.

58,012. That I am afraid was my mistake?—It may be.

Mr. Grove.

58,013. You mentioned the question of railway rates I think. Do you mean by that local railway rates, or do you mean competitive rates on foreign produce?—Well, I mean the railway rates are very high in our part. In taking a ton of cake or something from Liverpool we have to pay about 9s. to the railway station, or a little more.

58,014. You think that the farming industry is injured by the high railway rates paid?—

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[Continued.]

Mr. Grove—continued.

There is no doubt it is, and to a great extent too.

58,015. And you think the railway companies could afford to carry at less than they do carry?—Yes, I believe they could carry, we will say, cake and such things for just half what they do now.

58,016. Have the county council done anything in teaching butter-making in this part?—I do not know indeed.

58,017. As to a land court. You do not want the friendly relations between the landlord and tenant to be disturbed?—Not at all.

58,018. That is very natural, and I am sure we all agree with you. But suppose an arrangement of this sort were made that the landlord and tenant should first of all meet and try to manage between themselves their terms and the rent, and if they could not agree then for the operation of the Court to be sought. Would you agree with that?—No, I would not. If I could not agree with my landlord myself I would turn my back and be done with it. That would be my way.

58,019. You seem to have most excellent landlords; are they all of the same character in this part?—Not at all.

58,020. Have you known of any differences between the tenant farmers and their landlords?—Well, I do not know.

58,021. You do not think you have heard of any?—No.

58,022. Do you attach any importance to security of tenure?—Well, it is very desirable to have security of tenure; there is no doubt about that.

58,023. Do you think you would get on better by a lease than you would by a yearly taking?—Well, you would be safer with some landlords no doubt.

58,024. So that in some cases there might be an advantage in having a lease?—Yes.

58,025. You spoke about a lease where the rent has been reduced 75?—Yes.

58,026. I am very glad to tell you that we have met with a good many cases of that sort, that where there have been leases, the landlords, kind and sympathetic with the tenant, and knowing the difficulties of the times, have taken off the rent where there is a lease, in the same way as they have in respect of the yearly takings. I think you should know that. You speak of the local rates being much heavier, the school board rate being 11d. in the £ out of it?—Yes.

58,027. Do you know any reason why the rates have gone up. Are you a guardian?—No.

58,028. Can you give any idea why? Is it because of increased expenditure, or is it because of the decreased rateable value in the union?—I should say it is the decrease of the rateable value in the union.

58,029. Some pits and works have stopped?—Yes, a great many of the works have stopped.

58,030. That would affect the total figures of course?—Yes.

Mr. Grove—continued.

58,031. You have not told us what wages you pay. What wages do you give, about?—Well, I pay my head man about 15s. a week, a house and garden free, and a place to keep a cow free, all the year round. That is the head man. The others are from 4s. to 18s. according to size and ability.

58,032. You know some men who farm their own holdings—freeholds?—Yes.

58,033. Do you think a man who owns his own land tries to make more of the land, and can make more of it, than a man who is only a tenant?—Oh, no, he cannot make more than a good tenant.

58,034. You said you are under the Agricultural Holdings Act. Is there any custom of the country that is recognised?—Yes, if I was to leave the farm after sowing wheat in summer fallow I should be entitled to two-thirds of it.

58,035. So that in addition to the Agricultural Holdings Act there is a recognised custom of the country?—Yes, that would be entirely independent of the Act.

58,036. Has that ever been reduced into a regular system, and put at the end of an agreement, do you know?—I do not think it has been.

58,037. It is so in some counties. In my own county, for instance, we have the whole thing scheduled in a proper way. You do not think that is done here?—No.

Mr. Richard Jones.

58,038. With respect to Schedule B, do you think the standard is too high to take half the rental; should it be one-third?—Yes, it would be more just. I must say we should not feel it so much then.

58,039. Of course you would not feel it so much; you would have to pay on less. You would not say you have made a profit in your farm to the extent of half the rent?—Quite so.

58,040. Did you pay on Schedule B, the last time you paid income tax?—Yes, I have been paying on Schedule B for the last 30 or 40 years.

58,041. If you have not made half the rent, why did you not claim to fill in the return under Schedule D?—I will tell you in a moment. In making up the accounts and appealing and one thing and another, it would cost me more labour than paying the money by half perhaps.

58,042. You are afraid of much labour?—Well, I do not like to work for nothing if I can help it.

58,043. Or was it you did not like the Income Tax Commissioners to know your circumstances?—Not the least; it would cost us more in labour and one thing and another.

58,044. If you keep accurate accounts, it is very little labour?—It is a good bit to go over it for three years.

58,045. I keep accounts and it does not cost me much labour?—I would rather not do it.

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Mr. Griffiths.

58,046. What do you value the keep of a cow at to a labourer?—It is worth 7l. a year.

58,047. What did you pay the labourers per week, as wages, when you began farming?—When I began farming the labourers used to have their meat and all in our house.

58,048. What did you value that at; how many shillings a week?—The money we had to pay to the best men, almost, in the country then was about 6s. and their meat.

58,049. What did you value that meat per week at?—Indeed I do not know.

58,050. Would it cost 5s.?—No, I do not think it would; 10s. at that time was reckoned a very good wage per week, the man finding his own.

58,051. Is it your opinion that there should be a cottage similar to yours attached to all the farms in the hands of the tenant?—It would be very desirable, especially on farms of good size.

58,052. Then you are not of opinion that the landlord should let all the cottages to labourers that are not connected with the farm?—I do not understand your question quite.

58,053. What I mean to say is that you think that every farmer should have a cottage in his own hand that he can let to his labourer?—Yes, if he keeps a labourer.

Mr. Griffiths—continued.

58,054. So that all the labourers might not get their cottages from the landlord direct and not from the tenant at all?—Yes.

Professor Rhys

58,055. Do the farmers about you keep accounts do you think?—Indeed I cannot say.

58,056. Or do they rely simply on the bank book if they have a banking account?—I cannot say.

58,057. What number of servants do you keep?—Workmen do you mean?

58,058. Men servants living on the farm?—Well, I keep altogether about ten.

58,059. Where do you lodge them?—They have houses of their own; they find their own, every one that I have.

58,060. You are a larger tenant farmer than most of your neighbours I take it?—Yes, I am.

58,061. There is a question here put by Mr. Llewellyn Jones: "In addition to being a farmer have you any other business?"—Yes.

58,062. "Are you a coal merchant and a publican also?"—Yes.

58,063. "Do you find farming pays you as well as your other businesses?"—No.

The witness withdrew.

Mr. PHILIP PENNANT PENNANT called and examined.

Chairman.

58,064. Are you an owner of land, a county councillor, late president of the Vale of Clwyd Chamber of Agriculture, treasurer and member of the Agricultural Committee of the North Wales University College and chairman of the Flintshire and Denbighshire Dairy School?—Yes.

58,065. You are prepared to give evidence touching Flintshire and West Denbighshire?—Yes.

58,066. Your evidence refers to your own estate in the Vale of Clwyd and also in the Holywell and Ysgeriog parishes?—Yes.

58,067. Will you kindly make your statement to the Commissioners?—With reference to my own property, I speak with regard to about 1,400 acres of purely agricultural land, which has been in my possession for 40 years, and for which I have acted as my agent for a considerable number of years, I have omitted to include in my calculation land of an urban character or what has recently come into my possession, as it would be calculated to upset the series of calculations which bear on the 40 years. I also wish to offer evidence of a more general character as to the tenure of land and agricultural education. I will omit all subjects which you have heard over and over again, and I will confine myself so far as I can to evidence which I think will be interesting to you. I have before me the syllabus, and I come to the question of occupa-

Chairman—continued.

tion. I would say that the end of November is the time generally for the date of entry in this district for land, and May the 1st for house buildings and an outlet field, with the exception of the eastern side of the county, where February 2nd takes the place of the end of November. Farms are let almost invariably from year to year, and there is no great demand for leases. In four cases I have myself been asked for a lease and I have given four leases, but they are not asked for as a rule, unless a tenant has a certain amount of capital that he desires to spend on the farm. I think, as a rule, a tenant does not ask for a lease because he prefers that the owner and not himself should spend capital on improvements. I myself have not found that changes in tenancy are more frequent than formerly. Wherever an occupation has been resumed for the purpose of planting, building, or other purposes, owners do serve their tenants with proper notices and grant them compensation. If damage is done to land in timber-cutting the tenant has been compensated in all cases with which I am acquainted, and the same is the case where land has been required for mining, brickfields, quarries, or industrial operations. Penalising clauses are common on such matters as ploughing up old pasture land and so forth, and they are not often enforced because they are not often broken. On my own property the tenants invariably have a copy of their

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agreements. The rent is fixed at a gross sum. With regard to uniformity in rents on neighbouring estates I believe that, speaking roughly, there is a tolerable uniformity in rents. My experience as a member of the assessment committee is in this direction. Then with regard to the rent of larger and smaller holdings, I should say that putting aside the value of the house, the rent will not be different, except on quite large farms where the tenant would need a large capital. This class of farm is more difficult to let than formerly, and occupiers have to be tempted by a low rent. Such points as proximity to a railway station or to a market affect the rent of this class of farm much more than in the case of small holdings. There are no services other than the payment of rent rendered by tenants on my own property, and I believe that they are very unusual, as a rule, in the neighbourhood. The rent is fixed by proposal, followed by private treaty, and I believe that that is general. The holding is not let to the highest bidder in any sense of the term, and I believe that fair rents are generally fixed. In case of a vacancy on my own property, the preference is given first to a relation, and next to a tenant on the property. The great object is the acceptance of a tenant with a good practical knowledge of farming and a sufficient capital. With regard to arbitration being resorted to as a means of settling or adjusting rent, I can mention one case where by mutual arrangement between myself and my tenant, after a large sum had been spent on improvements, the rent was re-adjusted by reference to a third party in whom we both had confidence, and if there was occasion to adopt the same course again, I should be very ready to adopt it. My experience extends to 40 years. During the first portion of that period rents were rising, and my rents rose, partly in consequence of good times perhaps, but mainly in consequence of improvements effected. Subsequently they have been lowered, in consequence of the agricultural depression. In 1856 my rental was 1,683*l.*; in 1876 it was 1,834*l.*; then the depression began, and in 1894—at the present moment—they have been reduced to 1,559*l.* I may say that for the last four half years I have in addition given a 10 per cent. abatement.

58,068. You have given 10 per cent. back for the last four years?—Yes, and occasionally small abatements have been made previously, and in 1879, which was an extremely wet year, there was a 5 per cent. abatement given, and in 1888 there was a 5 per cent. abatement. I may say I am rather against the principle of abatements, excepting as a mere temporary expedient. I think that if abatements are likely to become permanent, it is better to re-adjust the rent. I have given the amounts of the rent in certain years, and I should like to say that the expenditure during 40 years, that is to say, from 1854 to 1894, on improvements has been 7,606*l.*, and on repairs 10,020*l.*

Chairman—continued.

58,069. Are the repairs during the same period?—Yes. The major part of the money has been on improvements spent in draining.

58,070. You spent a good lot of money in draining?—Yes, with very great advantage, I think, both to myself and the tenants.

58,071. Might I ask you on that, was the whole of the money spent by yourself on draining, or did the tenants assist with regard to the labour?—The whole of the money was spent by myself, including the cartage of the pipes.

58,072. It was spent on draining; all expenses paid by the landlord?—Yes. Where rents have been raised or reduced it has been done by a personal arrangement with the tenants. Where an increase has been made, the amount of the increase, and the nature and extent of the improvement for which the increase is to be made, have generally been agreed upon with the tenant before the improvement is begun. The rent is paid from three to four months after the actual period when it becomes due. In answer to the question, "What effect has the preferential claim for rent on the position of tenants generally?" I should say that the tenant thereby gets a longer credit for his rent. As regards charges on land, tithes, land tax, chief rent, and income tax are paid directly by myself; the local rates by the occupier. Poor rates proper have decreased, but road rates and county rates have increased. The fluctuation of the rate falls on the occupier until the tenancy expires or the rent is adjusted. It will then be transferred to the owner. The average size of the farms in the district ranges from three acres to 200 or 300 acres.

58,073. Are they as big as 300?—I have not farms so large as that, but there are some in my neighbourhood, in the Vale of Clwyd, larger than that.

58,074. What do they run up to—what is the highest?—I hardly know. I should think 500, but I daresay you will get that evidence better about that at Denbigh. I should say that about 100-acre farms would comprise most of the land in the district, that is to say, running from, say, 60 up to 140 acres. With regard to the consolidation of farms, formerly there was a tendency in that direction, but now I should say the tendency is in the opposite direction. It was at one time regarded as necessary in consequence of the introduction of machinery; it was supposed that machinery could only be used on large farms, and the consolidation took place mostly on arable lowland farms, where machinery could be used. With regard to the effects of consolidation on production, I should not like to speak with any confidence, but I think that the effect at first on tillage farms was to increase production, but I believe that has since ceased to be the case. With regard to the employment of labour, the number of farmers was decreased, but there was more employment for labourers. Formerly consolidation, I do not think, affected rent one way or the other, but now it would cause a decrease, for, as I previously stated, tenants with sufficient capital to take a large farm, are scarce. On population I do not think

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consolidation had much effect, and as to houses the farmhouse became a labourer's cottage instead. At the present time the tendency is in an opposite direction. Sub-division, or rather re-division, is being carried out where consolidation had been effected. This takes place where a tenancy becomes vacant and the old buildings exist, and where it is therefore feasible. I think formerly the occupiers of large holdings farmed with most skill and did best, but now unquestionably the smaller occupiers have the best of it, and have weathered the depression best. At busy times there is a decided scarcity of labour; at slack times it is otherwise, but if there were more labourers there would at times be a considerable amount of distress. Ditches and fences, and so forth, I consider are not so well attended to as formerly, but I do not think that is due to the scarcity of labour so much as to the change in the farming, clean ditches not being so necessary with grass land as with tillage. There are, unquestionably, fewer labourers now competent to do hedging, ditching, and that kind of work, than there formerly were. When land is suitable, grass is taking the place of corn, to a very large extent, the object being to meet the fall in the price of corn, and the rise in the price of labour. A very large extent has been laid down in pasture which is practically permanent pasture, but it is not considered permanent pasture unless the landlord has contributed to the expense; that is, the tenant at any moment has perfect power to cut it up if he likes. But I have in several cases assisted in this way, and in one instance I have been requested by a tenant for consent to do so under Schedule I, of the Agricultural Holdings Act. I should say that root crops have decreased in about the same proportion as corn. All these changes have been caused, no doubt, by the fall in corn, and the rise in wages, and one effect has been to diminish the demand for labour—I mean the turning tillage into grass—but on the other hand, another effect has been to enable the farmer to weather the storm. All improvements, as a rule, are done by the landlord, as well as repairs, except those indoors. In some cases tenants contribute cartage, but not in my own case, except for very small repairs and very small improvements, where no alteration is made in the rent, and this amount would be repaid if he left before he had reaped the benefit of the improvement. With regard to drainage and irrigation, buildings for stock, tanks for preserving liquid manure, and fences, gates and posts, these are almost universally supplied by the landlord, excepting manures and seeds, and those are generally done by the tenants, though I may say individually I have helped tenants with both seeds and manure to a not very inconsiderable extent. With regard to the question of whether farmers often apply for their landlord's written consent for specific improvements, and if not, why, and with what results; they do not often. I have had one such application for laying down land in pasture, but I think I may say that I am almost certain that

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farmers, as a rule, do not trouble their heads or know much about the Agricultural Holdings Act. With regard to agricultural education, I do not think that any attention in this district is paid to fruit culture, not much to horticulture, none to forestry, and not much to poultry farming, although lectures have been given on poultry farming in the neighbourhood, and it is an industry that is a good deal followed. The proximity to Rhyl and the watering places makes it rather a profitable industry, and most small farmers and cottagers give a considerable amount of attention to poultry farming. With regard to butter and cheese making, a good deal more has been done. In 1889 the Flintshire and Denbighshire Dairy School was established, and it has done very good work. To illustrate the good work it has done, I may say that at the Chester Royal Agricultural Show last year, out of 46 persons who took prizes or were honourably mentioned for dairy work, 20 had passed through the Flintshire and Denbighshire Dairy School. The form in which it was managed was that it was a limited company not formed for profit, but for carrying on the work; but it has now been transferred, and is under the two county councils for Flintshire and Denbighshire, and this year, from the beginning of the session up to August 1st, it has been giving instruction as a travelling dairy through the district, but from August 1st it goes on to October 31st in giving instruction at the headquarters. At the end of the dairy school term an examination is held each year by the Agricultural Department of the Bangor University College, and as I have acted as third examiner with two experts at all these examinations from 1889 to the present time I am able to say that enormous progress has been made, as is shown by the results that are arrived at at these examinations. I was immensely struck last year by it, but at the same time I think that the satisfactory results are due, perhaps, as much as anything to the superior teaching that is given now. When we started we had to educate our teachers. We have done that, and now the teachers are able to educate the pupils better. In addition to the agricultural education lectures have been given at various centres; schoolmasters' classes in agriculture have been held, and those have been largely attended. I go now to another subject, namely, co-operation and combination amongst farmers. As regards the co-operation amongst farmers for purchasing or analysing farm stuffs and manures, I do not think nearly as much has been done as might be done with great advantage. There are no factories for butter-making or anything of that sort, but I think them desirable, and I shall speak on that subject again where it comes in more suitably. With regard to farming operations generally, no doubt some threshing machines are owned by farmers in shares; that combination has been carried out. Then I am asked, "To what extent do farmers and agricultural labourers avail themselves of, benefit "societies"? I believe to a very considerable

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extent. There are not many peasant proprietors or small freeholders in this district, but I, myself, should very much like to see the number increased. I think that the combined ownership and occupation of land is a healthy state of things, and I should like to see it very much increased. Some 30 years ago the number of freeholders sensibly decreased, the owners preferring to take their capital into business in the towns. They were able to get a good price for their freeholds, which seemed a large sum of money, and they thought they could lay it out better elsewhere. With regard to the extent to which tenant farmers and their wives take part in the manual work of the farm, the wives attend to the dairy, and on the small holdings they would attend to the cow, but they do no field work now, although within my recollection one used to see women occasionally in the fields. The farmer himself, on all but quite large farms, works as long as he is young and strong. With regard to the children remaining at home, very often some go out, but some stay, and they are remunerated by being kept, taught farming, and assisted in starting on a small farm on marrying. The next question is: "Could present rents be maintained if wages were paid in respect of children's labour?" With regard to that I should say that no difference would occur. Farmers who are without children are about equally well off in the long run, as the service of children after they leave school about compensates for the expenses previously incurred. I have not attempted to go very elaborately into the question of the housing of labourers or anything of that sort, but I would make just this one observation, that formerly farm servants had accommodation on the farms with access by an outside staircase but that mode of accommodation has died away very much, and as a rule now any servants in the house would be accommodated within the house, which I think is a very superior mode of arrangement. With regard to the time when the depression in agriculture came on this district, I should think that it began to come on before 1879, but that that abnormally wet season very much accentuated it, and first brought it into notice prominently. We always do hear about the agricultural depression from 1879, when we had a terribly bad year, and it was the first year that it really prominently caught people's notice. I think it had been coming on before that. The principal causes of depression have been the fall in prices of farming produce, particularly grain, and also the increased cost of labour. The class chiefly affected are the owners and occupiers, and particularly those on heavy tillage lands; on cheese farms the least. The labourers have not suffered; they have suffered least, but if there had not been agricultural depression I have no doubt they would be better off than they now are. They have felt it in that degree, but still the labourers, at any rate in this district where we are, within the reach of collieries and works

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of different kinds, and the large towns like Liverpool and Manchester, find that wages are not ruled by agricultural considerations, they are ruled by the larger industries.

Then with regard to the question of, "What remedies do you suggest for improving the profits from land?" I venture to make these observations. It is difficult to mention anything worthy of the name of remedy, but I think the following six considerations are important:—(1.) Promotion of expenditure of capital on land. As regards landlords this cannot be done unless they are assured against legislation in the direction of dual ownership and the (so-called) Three F's. On this point the following extract is important, taken from the report of the majority of the Committee on the Irish Land Acts, dated the 23rd of this month. They say: "It is certain from experience as well as from the effects of the Act of 1881 upon the interests of landlord and tenant that the tenant alone is willing to make improvements, or will in future make them." Similar legislation wherever enacted would operate in a similar way. In this country the stoppage of the flow of landlord's capital into the land would be most fatal. A large number of tenants, more particularly on medium-sized farms, have barely sufficient capital to do justice to themselves or their farms at present, when all improvements and all repairs are done for them. Equal importance must be given to this point of the expenditure of capital, as regards the tenant, but the question here is much more difficult. I think tenants should be discouraged from spending money on the improvements in Schedules 1 and 2 of the Agricultural Holdings Act, except under a distinct arrangement with the landlord; as a rule their capital is better spent on their stock, in the equipment of their farm, and in putting heart into the land, and now comes the difficult question, how is this capital put into the land to be secured to the tenant or his representatives in case through death or illness or any other cause he or they have to relinquish the farm. Manure and cake bills by themselves will not indicate fully the improvement desired to be valued. The skill of the tenant and the character of the soil are potent factors to be considered. In such cases voluntary reference to a third party would be the most satisfactory solution. But can valuers be found of sufficient skill, experience, and independence as to secure the confidence of both parties. Can the Board of Agriculture create such a body? I should like to see a few individuals in the country who in the agricultural world would occupy the position that the judges occupy in the law region, and I think that then if they were in that kind of position they would attain the confidence of landlords and tenants, who would be, where there was a difference of opinion, willing voluntarily to refer matters to them. But you must have the very highest class of man, and you must have him paid a good salary, so as to ensure that independence which I daresay might exist otherwise in the

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man himself, but which *must* exist in the minds of the people who are going to refer to him. Failing such voluntary reference, recourse must be had to the slower and more expensive processes of the Agricultural Holdings Act, perhaps modified and improved as it might be by the experience of 11 years. There is one definite alteration or rather addition to that Act which I venture to urge as desirable, viz., that in all cases where property changes hands by purchase the tenant should have the right to have his interest in unexhausted improvements valued, and the amount charged on the purchase money. This would obviate what has sometimes proved a source of misunderstanding between the new landlord and the tenant. In fact, I believe that three-fourths of the grievances that you hear of from tenants have arisen in this kind of way.

(2.) The next consideration that I put forward is this: To promote agricultural education, dairy schools, and so forth. I may here observe that I think it is unfortunate that of the money given by the Treasury towards technical education a larger amount is not given through the Board of Agriculture, as in that case they who have the necessary expert knowledge could have taken a more decided initiative and lead in agricultural education. I have had correspondence with them on this subject myself. I am myself a county councillor, and have great trust in county councillors, but still I like the expert knowledge which you get at the Bangor University College, who have to a certain extent helped agricultural education in these parts, and what you also can get from the Board of Agriculture, and I should like to see them able to take more of a lead in the matter. I will illustrate what I mean, if I am not tedious, with reference to the dairy school; up to the present time the Bangor University College has contributed 60*l.* a year to the three dairy schools that they have established in their district. I am afraid that after this year they will not be able to contribute that 60*l.*, because they will get that 60*l.* from the Board of Agriculture, and the Board of Agriculture has said that they must spend the money at the College, and leave the county councillors to find the money for the dairy school. What would be the effect? Although the dairy school would be managed by a committee formed partly of Flintshire people, partly of Denbighshire people, and partly of members appointed by the University College, if the University College contributes no money towards the expense I am sure that their voice will be practically not heard at all. I think it is right that they should be in a position to have a voice in the matter, and that can only be done through a larger amount being contributed to them by the Board of Agriculture. Hence my observation.

(3.) The next consideration is to extend the principle of the Merchandise Marks Act to all marketable articles dealt with by the farmer. To promote the factory system for dairy produce on simple and inexpensive lines, as it is now conducted in Denmark, Switzerland, and else-

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where, so as to meet the great requirement of the market for uniformity of quality.

(4.) The Queen's premium stallions have done much good, and in our district not a little is due to the energy and public-spirited conduct of the owner, Mr. Pratt, who resides near St. Asaph. I would suggest that Parliament should make a grant for the establishment of Queen's premium cart stallions and Queen's premium bulls.

(5.) I have no doubt myself but that light railways in many districts might be of very great advantage, though at the present time the Board of Trade requirements are so exacting that it is absolutely impossible to build any railway that is not going to carry a considerable amount of traffic. I think that the relaxation of the Board of Trade requirements is almost more important than the question of gauge in the erection of railways. I am quite sure that no more railways will be made in this district unless the Board of Trade regulations are relaxed, unless it be that a new railway company tries to drive its way to a port for Ireland, and then of course they would look for a big traffic, and they could afford to meet the regulations, but as a matter of fact the Board of Trade regulations for putting in a siding on a bye-railway here are just as stringent as they are upon a bit of railway between Rugby and Euston, and it seems to me that that is ridiculous; it is unnecessary where the traffic is not so large and where the trains are much less frequent.

(6.) Finally, I would make these observations, that the most permanent and real remedy for the agricultural depression is to reduce the cost of production, and the outlay required to place the products of the farm in the market. This, as far as it can be done, is a real remedy because prices are ruled not so much by cost of production in this country as by the importations from abroad, consequently what is saved in production here will nearly all be clear gain to the producer. To reach this end, agricultural education must be pushed forward, and a better combination of science with practice encouraged. Those are, I think, all the observations I have to make.

Sir John Llewelyn.

58,075. Would you like to see agricultural experts appointed in each county?—Hardly that. I want a better man than that. A man above that. I do not think a very great number would be required for the country.

58,076. We may take it that local knowledge would be essential?—I think not for this purpose. I consider that local knowledge is absolutely essential for the purpose of valuing land—for the purpose of arriving at the value of land, but for the question of arriving at the improvement that may have been effected in a farm by a tenant by a course of cultivation through a series of years you want a man with skill and experience and a knowledge of farming, and he would have that without local knowledge. But I am looking of course to a class of

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individuals who would have practical knowledge all over the country.

58,077. Then it is a legal knowledge you suggest more than an agricultural knowledge?—No, not legal; skill in agriculture is the great thing, and you want a man who would understand farm accounts, and who would be able to cross-examine the tenant and the agent and people in the district so as to ascertain what was the actual improvement effected in the land.

58,078. By whom would you have such men appointed?—I should say that they ought to be appointed by the Board of Agriculture, and you must have perfect independence; independence is the most important element in it. If you had local experts they would not have that independence which would command the confidence of both landlord and tenant. That is the important point.

58,079. I should like to get a little more accurately than I have yet what point you would refer to these men?—This is how I put it: in certain cases a farmer or his representatives have to relinquish a farm it might be through death, illness, or any other causes. Supposing that farmer has been a very good farmer, and has brought his farm into a high state of cultivation, the question is how much compensation ought he to receive. I say that the production of a few bills for manure and cake for the last few years will not give the full value of that improvement; you want a real expert on the subject who could look into the farmers' accounts, if he has got any, over a series of years, and also all the bills showing his expenditure in those matters, and also who should be able to cross-examine anybody who could give evidence on the subject, and in that way understand the question. I think that a person who occupied with regard to agriculture the position that a judge occupies with regard to law would be a person who would command the confidence of landlords and tenants, and they would be used, and gladly used, for reference in such cases.

58,080. Then do you not think that it would be very desirable that all improvements upon a farm should be specified in writing upon the agreement?—As they are made.

58,081. Yes, as they are made?—Yes, I am entirely for discouraging tenants in spending their money upon those improvements in Schedules 1 and 2, excepting when they are specified in writing on the agreement, and when the way in which the compensation for them is to be paid is specified most clearly and decidedly.

58,082. You are of opinion that in this country more money might be profitably employed upon the land than is now employed?—That will always be true—judiciously spent.

58,083. Do I, as a matter of fact, understand from you that all permanent repairs, that is buildings, are done by the landlord?—Certainly.

58,084. How about haulages?—That varies on different properties, unquestionably. I have always paid for haulage, except in quite small

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matters, on improvements. For instance, I will give two illustrations, a farmer asked me to build an oven to his farm. I call that a small improvement if there was no oven before, and there would be no increase of rent for that. I should build the oven, but I should say: "This will be an advantage for you, you must carry the material, and then I will build the oven." He would be charged no extra rent, and he would contribute that towards the improvement. If it was a large improvement, such as building a barn or draining so many acres, I should pay the whole of the haulage myself, and I have done so.

58,085. Is that the ordinary custom in your neighbourhood?—I should say that it prevails to a very considerable extent, but on some properties I should say that unquestionably the haulage is done entirely by the tenants. But I have this feeling, that I wish to be the owner of the property, and I do not wish the tenant to become little by little part owner with me.

58,086. So that, if the haulage is done by the tenant, you would admit that to that extent there is a tenant right?—Certainly.

Professor Rhys.

58,087. I think with regard to valuation and arbitration, it has been suggested to us that it would be a good thing if there were a schedule showing the state of all the fields we will say on a farm when a man takes it and of the buildings also?—I think it would be an extremely good thing, although it would be rather a difficult thing. It is rather difficult to define how much goodness there is in land.

58,088. Quite so, or what exactly one man means by saying that the land is in a fair state of cultivation?—Yes, as to what that would mean, I think it would be an excellent thing so far as you could do it, but it is a very difficult thing.

58,089. With regard to the importance of the man who should arbitrate, a matter you dwelt upon just now, I quite agree with you that it is a very serious question, but my ideas on that point have been very much modified. I may say during this Commission we have met, I should say, with a number of gentlemen on this inquiry who seem to be quite up to any demand with regard to trust and skill. I have been quite pleased to come across so many gentlemen who are so able and so trusted by all parties?—I think that there are such persons, and I think that if they were once in existence, and used, the confidence in them would increase. I do not think it is at all impossible to create such a body.

58,090. I quite agree with you. I think the names of some of these men are known, and their influence felt over the greater part of North Wales, or the greater part of South Wales, as the case may be?—Yes. I could mention two or three perhaps who are in that position.

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[Continued.]

Mr. Grove.

58,091. Do you think that Wales and Monmouthshire could find a due proportion of men of the right calibre?—Oh, yes, they could, but a man of that sort, you may depend upon it, is at the present time engaged in important business himself, or else he is a man who would not give up his freedom and leisure for nothing. You must give a high salary.

58,092. Yes. That you mentioned before. Have you studied the question of the butter factories in Denmark. Do you know that there are about 1,000 butter factories in that country, although it is so small a country?—Yes, I am aware of that.

58,093. I do not quite follow you as to this 60% grant towards agricultural education in, I think you said, Flintshire and Denbighshire?—The Flint and Denbigh Dairy School receive 60% a year from the Agricultural Department of the University College of North Wales.

58,094. And it is expended under the two county councils with a joint committee, I suppose?—Yes; you see up to the present time or up to last year it was managed by a company, and they were the receivers of this 60%. Now the two county councils have taken their place.

58,095. Then the two county councils have formed a joint committee, I suppose?—Yes: with members of the college.

58,096. But if the 60% were to be discontinued you could still give the college representation on that joint committee. You have power to do so?—Yes, certainly.

58,097. You have power to take outside members?—Most certainly.

58,098. Would the matter of 60% a year be at all serious to these two counties?—Not the least in the world, but I think it would have a serious effect on the committee; the money-paying members of the committee would take the lead. The University College have had the lead on the committee hitherto. When it was worked by the private company they took the lead.

58,099. But you can still invite representatives into your joint committee?—Yes; but they would still not be the moving spirits; the University used to be the moving spirits.

58,100. Do you not think they ought to be?—Yes; I think they ought to be, and therefore I say the University ought to be in a position to continue this 60%.

58,101. What is the total expenditure in the two counties?—I cannot tell you off-hand, but it is not a very large sum.

58,102. Is it 500% or 600%?—Oh, no.

58,103. Nothing like it?—No, nothing like that.

58,104. In technical instruction we are spending in Monmouthshire 4,000% a year, but we make a small rate; we make a halfpenny rate, and spend half the local taxation money?—You see in this county three-fourths of the money received under the Customs and Excise Act is devoted to intermediate education, and of the

Mr. Grove—continued.

remainder, the quarter, one-fourth of that approximately is devoted to agriculture.

58,105. Did you hear the evidence of the last witness as to local railway rates, in which he said he thought they were high?—Yes.

58,106. Do you agree with that?—Well, they are high.

58,107. You do not suppose railway companies are charging beyond their maximum power, do you?—Oh, no.

58,108. You do not think so?—No; they do not. On short distances rates are high, there is no question about that.

58,109. Is the assessment on a farm reduced for the local rates when an abatement is made as distinct from a permanent reduction?—I think not. No, certainly not.

58,110. But it is so in some counties we find?—Yes; but is not that when the abatement has become practically permanent. It may be so.

58,111. Do you not think it would be fair and right that it should be?—Yes, I think it would.

58,112. Supposing a farmer produces receipts which show that his landlord has made him an abatement, should not that be taken into account in the assessment?—Unquestionably it ought to be taken into account in the assessment, but of course an assessment is a prospective thing, and an abatement is retrospective.

58,113. But on the same basis as the income tax one year might overlap another?—Yes; I think that would be only fair and right. I am speaking perhaps more as a member of the assessment committee than as a farmer in that particular observation.

58,114. Do you agree at the present time that there is serious depression in agriculture?—Of course the depression in agriculture in this part of the country is comparatively light to what it is in the eastern counties of England, and where tillage prevails mainly. I consider that in cheese districts there is least depression, and in stock-rearing districts there is next least depression, and this rather comes under that class.

58,115. Just so, but still there is depression?—Unquestionably. I take it that the fat beast sold to the butcher has depreciated from the highest point some 25 per cent., but I do not think that lean stock have depreciated so much; still there have been great fluctuations, and it is difficult to say what is the average.

58,116. Have you formed any idea in your mind as to what size farm would be the most profitable; I mean with a view of getting the very best out of the land that we could?—I think that depends so very much on the lie of the land. At the bottom of a valley in a flat country, a large farm would probably make the most. On the side of a hill, and where considerations of water come in, and so forth, probably the smaller farms would get more out of the land.

58,117. In case of a vacant farm, are there many applications for it?—I have always had several.

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Mr. Richard Jones.

58,117a. You are in favour of compensating the tenant farmer for general improvement of his farm?—Yes, I am.

58,118. And you are in favour of substituting a valuer appointed by the Board of Agriculture in place of anything in the shape of an Agricultural Holdings Act?—Oh, a voluntary reference to a man of that character.

58,119. You would not dispense with the Agricultural Holdings Act?—You cannot do without it I think. You must have recourse to law if you cannot agree.

58,120. Of course there is this difficulty, which has been pointed out by Professor Rhys as to valuing the general improvement of a farm; unless a farm is valued and scheduled on the change of a tenancy, how is a valuer, having no local knowledge of the farm, to value it?—He can only do it if the farmer has kept good accounts. They will tell him whether the farm has improved in value, and he will be able to see by the stock it carries or the amount of corn that can be sold from the farm; he will be able to judge whether the farm has increased in value, and whether heart has been put into the land, but it will only be, of course, where the farmer has kept intelligible accounts. With regard to the scheduling of the state of cultivation of the farm, I think it is a most excellent thing so far as it can be done, but it is extremely difficult. If you describe such and such fields as in fair cultivation it is a most elastic term, and might mean anything, almost.

58,121. Unfortunately we have to take things as they are, and you know that farmers do not keep accounts?—No, they do not, to a great extent.

58,121a. Another thing is, a valuer might be very easily misled as to the state of a farm if he is going to take the number of stock that the farm carried, because a great deal depends upon the farmer's method of managing a farm. At present farms carry very much more stock than they did 20 or 25 years ago in consequence of the laying down of more pasture, and growing more roots?—Yes.

58,122. Perhaps the value of the farm is not one whit greater than it was 25 years ago?—No, but a skilled man would be able to recognise that there was a difference in the management of the farm.

58,123. There may be a difference in the management of the farm perhaps, whereas, perhaps, the value of the farm is no greater?—Yes, but if the farm produced more, as a whole, at the present time than it did, say, 10 or 20 years ago, I think that is evidence that the farm has been improved, and that there is more heart in the land.

58,124. You see you cannot say whether a farm is capable of producing more when you cultivate less—you do not cultivate as much, and then of course you do not raise so much produce on the farm?—You mean under a system of tillage.

58,125. Yes, under a system of tillage?—Yes, but then my valuer is a man of experience, who

would understand all that; he would be able to see almost at a glance at the accounts whether the proportion of tillage had increased or decreased.

58,126. I am afraid that it would not work satisfactorily?—I say that it is an extremely difficult thing, but you must have recourse to some method of arriving at the alteration in the value, and I say that the mere production of bills for manure and cake, which is about all you have now to go by, does not give you the full answer to the question.

58,127. I quite agree with you?—Therefore, I would give the valuer, if you have got a sufficiently good one, a little latitude beyond that. Of course, in his award he would have to state how he arrived at his decision.

58,128. You would not go so far as to advocate that every farm should be valued on a change of tenancy?—Oh, I think it would be perfectly unnecessary. I take it that if a farmer gives up his farm, and he thinks that compensation is due to him, and he meets his landlord, and the landlord satisfies him with compensation, why trouble any third person? I think it is much better that they should not.

58,129. In cases where they fail to agree upon a valuation you would refer the matter?—Then if they fail to agree, first of all see if they cannot agree to a voluntary reference to a third party.

58,130. And this third party is to be a valuer appointed by whom?—They may have a valuer of that description. I think they will be glad to refer it to such a person, but if they cannot agree to refer it then you must go to the Agricultural Holdings Act. Still, I think it is very much better that these things should be done voluntarily, if possible. I myself have never had any difficulty in settling any claims.

58,131. Is there anything else that you would refer to the valuer besides claims?—I do not think there is anything else that I can think of. Do you mean as to a question of rent, for instance?

58,132. Any question that may arise between landlord and tenant?—Yes; I mentioned one instance in my own case where a considerable amount of improvements had been done on a farm, and we could not quite agree as to what would be a fair rent for the future, and we voluntarily agreed to refer that matter to a third party in whom we had confidence, and we accepted his decision.

58,133. Who nominated the person who was to settle the question?—We ourselves. Whether the tenant suggested him first or I suggested him first I cannot say; I think the tenant did.

58,134. The tenant did not raise any objection?—No, it was mutually agreed upon.

58,135. I find that the time of entry varies in your county?—It does.

58,136. Which do you consider the best time of entry, the November entry?—I think the November entry is the best.

58,137. Why?—The tenant farmer does not want the land. He can get his wheat sown by

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that time, and he does not want the arable land.

58,138. Then the incoming tenant can go upon it?—The new tenant can go upon it.

58,139. Does having a different time of entry cause a certain amount of inconvenience?—Not the least in the world, I think.

58,140. But supposing a tenant was going from a farm to another?—I see your point. You see, they give up the house and buildings on the same day, the 1st of May, in both cases, but the fact is that on the eastern side they approximate to the time that prevails in Cheshire.

58,141. Do you consider that the local taxation money would be more usefully applied if more was given to agricultural education?—If a larger proportion were given instead of to intermediate education?

58,142. Yes, if a larger proportion were given instead of to intermediate education?—It would be a good thing for agriculture, certainly.

58,143. Yes, but what would it be for education generally?—Well, taking it as a whole, intermediate education is very important; it must not go to the wall; but still in an agricultural district, of course, agricultural education is all important.

58,144. But of course you require a fair general education in order to appreciate agricultural education?—Yes, you do unquestionably. You must not let intermediate education go to the wall for the sake of agricultural education. Agricultural education is something to be put on the top of a good grounding in intermediate education.

58,145. I think you say that three-fourths of the local taxation money is applied to intermediate education?—It is.

58,146. And the other quarter is given to —? —The other quarter is given to technical education, and of that one-fourth is given to technical agricultural education. That is about the division.

58,147. To what subjects is the other three-fourths of the quarter applied?—It is given in cookery, drawing, chemistry, physiography, dress-making, and laundry work.

58,148. Do you consider the money usefully applied that is applied for that purpose?—Certainly.

58,149. But you would be better satisfied if there was half, say, instead of one quarter?—I have had a good deal to do with it, and I must not complain of my own work, because I am on the Technical Instruction Committee, but I think that a quarter is full little for agricultural education; of course only half the county is quite agricultural.

58,150. Perhaps the members of your committee are mostly urban representatives, is that so?—No, I do not think so. I think that agricultural education is perhaps something newer and it is not properly appreciated yet; perhaps it has not shown itself to be entitled to so much appreciation, but I think it is improving. I am certain that much ought to be made of it, and that much can be made of it.

Mr. Richard Jones—continued.

58,151. What class of horses have you here, are they the shire or the Clydesdale?—There are both.

58,152. What is the fee that is charged now for a good horse?—I have not examined into that point. In giving evidence I like to give evidence of things that I know of, and I do not like to guess.

58,153. But you have spoken about Queen's premium stallions; I thought that you would be prepared to say something upon that subject?—Exactly. There is no doubt that a considerable impetus has been given in the Vale of Clwyd to horse breeding through the Queen's premium stallions being brought there, and also a good many with whom I have conversed have expressed the opinion that it would be very advantageous if the same kind of thing was extended to cart stallions and to bulls—in fact to agricultural sires generally.

58,154. Do you find that there is a tendency among farmers in the matter of stallions to go to the cheapest market?—Unquestionably.

58,155. They are not alive to the importance of it?—No, they are not alive to the advantages of breeding from good stock only.

58,156. Have you any ploughing matches?—Yes.

58,157. Are not such things as hedging and ditching encouraged at those ploughing matches?—They used to be, but I am sorry to say that hedging and ditching are rather gone out of fashion. There used to be hedgers and ditchers who were as proud of their work as the finest artist is proud of his picture, but I am sorry to say that that feeling has a good deal died away, and there are not hedgers and ditchers at all of the same character that there used to be, for some reason or another.

58,158. It may be owing to the fact that farmers are employing perhaps less men, and wanting to do more of it they discourage it?—Yes, they do unquestionably employ rather less labour. I do not think that the same importance is considered to attach to the hedges and ditches on grass land as on tillage land. You must get away the water from the head lands in tillage and if there is a little bit standing in a grass field it does not matter so much.

58,159. Are there as many men who are able to thatch well?—A reduced number.

58,160. And I suppose they will become more reduced still inasmuch as Dutch barns are erected?—Yes.

Mr. Griffiths.

58,161. Do you charge any interest upon draining?—The general way in which the draining has been done is this. In early times when I had an agent we met together with the tenant and agreed that such and such things should be done upon the farms, such and such fields should be drained, and that when that was completed the rent should be so and so, and then it was done whether it cost more or whether it cost less. The rent was fixed. It

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was not fixed in the shape of a percentage for the draining, although that has been done on my property in two instances; but it has not been the general way. The other has been the general way.

58,162. How do you account for root crops being much less. The last witness told us that root crops had decreased very much?—I said they had decreased in the same proportion as corn; not more. I should say, looking 25 years back, the proportion of corn and green crops would be about the same.

58,163. The rotation would come to the same?—Yes. Of course there is a far larger amount under grass and rotation grass.

58,164. Do you consider that the time has arrived that every farmer should keep his accounts properly?—I think it is desirable. I think that a farmer who keeps his accounts and keeps them in an intelligent form will be able the better to find out where he is losing money and where he is gaining money.

58,165. And when he comes in to claim for any permanent improvements in the land, he will then be in a position to get compensation?—He will be able to point out what he has done and that it is a real improvement.

58,166. It will be a means of enabling him to do so?—It will be a means of enabling him to do so.

58,167. So that if any expert comes, he will see what the land has produced the first year of his tenancy in corn, turnips, or cheese-making, and comparing that with the last year of his tenancy, he will be able to get at very nearly what improvements he has made on the farm? Yes, that is my idea.

58,168. By whom have these lectures been given on poultry farming, because this is the first we have heard of them?—I had nothing whatever to do with it and I cannot tell you the name of the person, but I believe many persons in this room could tell you. I think Mrs. Keene brought the poultry lecturers down here.

58,169. Were the lectures well attended?—I do not know whether they were, I do not know much about it, but I know they were given.

58,170. Are you of opinion that more could be done in that way than is done at the present time?—Yes, more could be done, but there is a great deal more done now than there was a very short time ago. I think that the people have become alive to the great advantage there is in the markets at Rhyl and the watering places for the sale of poultry.

58,171. I am glad to hear you say there is such an improvement in the butter and cheese-making district. Do you attribute it to this dairy school?—Yes.

58,172. Do the pupils carry out the instructions given in these dairy schools when they go home to the farms?—Even if they do not do that, they have learnt an immense number of things to avoid in dairying.

58,173. We have found in our county, as a rule, that the mothers will not allow the

Mr. Griffiths—continued.

daughters to do it because they think that no one can do it as well as they can?—That is the universal experience here.

58,174. You think the time will arrive when they will get into a better state of things?—Yes, it is a mere matter of time.

58,175. With regard to the sale of this dairy produce, do you find any difficulty in selling the butter in this neighbourhood?—No, you cannot say that there is a difficulty.

58,176. Is there any butter salted down in casks?—Yes, there is.

58,177. At what price is that sold in this district?—I could hardly venture to say.

58,178. I am sorry to say they only make 8d. a pound for it in our neighbourhood at the present moment?—I think it is not much more than that.

58,179. Why should not all the butter of the district be sold at a price, say double that, 16d. a pound?—There is a good deal sold at 16d. a pound and about that price, but that is only the very best class of butter, and sold by somebody who has managed to get a connection in Llandudno or one of those places.

58,180. You are of opinion that there is not a sufficient market now to take all the produce of the dairying in this district so as to get that price for butter?—Just in the season, the watering places will take a great deal.

58,181. Still they will not take all?—No.

58,182. We found a difficulty in our neighbourhood to get a place where we could sell the butter at that price?—I was in company with another gentleman interested in this matter and we asked Hudson, the great butter dealer, why he went abroad for his butter and he said that was the only place where he could get absolute uniformity. We argued that he could get just as good butter in this country. He said yes, but that his first requirement was not excellence in quality, but uniformity in quality.

58,183. You think we cannot get that uniformity without factories?—Yes, not without factories.

58,184. And the sooner the better?—The sooner the better.

58,185. Do you think the dairies on most of the farms are up to what they ought to be in produce?—I should say not altogether—not for the highest class of butter. They would sacrifice nothing in giving up their dairies to use a factory. I do not think a factory would be possible within a limited distance of the watering places, because it is more profitable to sell milk direct.

58,186. You have said a great deal about young women trained to the dairy. With regard to the young men of the agricultural class, have they been taught agricultural chemistry in the night schools—the farmers' sons?—We have never taught agricultural chemistry here. Some have gone to Bangor to learn it.

58,187. The schoolmasters in the district have not taken it up?—No, we have not got so far as that.

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[Continued.]

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58,188. Some of the schoolmasters earn a larger grant by that than they do by the whole school in our part?—We have had agriculture taught in the elementary schools, but we have not got so far advanced as that, although I hope that we may very shortly, and I think it would be very desirable.

58,189. Then, with regard to the farm servants, do you know if they find any difficulty in getting the farm servants into the house at night. You say they get them into the house to sleep, whereas they formerly slept outside. Do you think they find any difficulty in getting these farm servants in the house at night?—No, I do not believe they do.

58,190. If servants do not come in early at night they are not up very early in the morning?—No, they are not. When they are in the house they have to abide by the rules of the house—go to bed with the house and get up with the house.

Mr. Brynmor Jones.

58,191. Have you come across a Bill introduced into the House of Commons during the last session, entitled "The Agricultural Holdings Amendment Act, 1894"? I ask you that in order to lead up to this question. Are you aware that in that Bill there is a provision for the appointment of official valuers?—No, I am not aware of it.

58,192. I wanted to ascertain your opinion on the question whether the method of appointment and tenure of office under that Bill is something like what you desire. You will find it at Section 30—"The County Council for every county other than the metropolis, and of a city, town, or borough shall from time to time appoint such number of fit persons that they shall think fit, to be agricultural valuers for such county for a period not exceeding three years." That is subject to the approval of the Board of Agriculture. The tenure of the office depends upon subsection 3, "if any official agricultural valuer shall be proved to the satisfaction of the said Board of Agriculture to be incompetent or guilty of any misconduct in the execution of his duty as a referee or umpire, he shall be liable to have his appointment summarily cancelled by the said Board." I gather from you that you would hardly regard persons appointed in that way as sufficiently secure in their office to meet your views?—No, I want a much higher class of man than you will get in that way.

58,193. Do you wish to suggest the same tenure as the judges of the High Court have?—Yes, even that.

58,194. Let them hold the office *quam diu bene se gesserint*?—You might have an age limitation very fairly, because they are expected to go about the country. Therefore activity is an absolute essential.

Mr. Brynmor Jones—continued.

58,195. You think this would be defective in that respect?—I do not think you would get a sufficiently high class of men in that way.

58,196. As to the body to appoint would you prefer the Board of Agriculture to the County Council?—I think so. I think the man would have more status if he was appointed in that way.

58,197. In substance your valuers would be a body of highly skilled judges?—They would.

58,198. With regard to your suggestion as to butter making and the factories, would you see any objection to the County Council having power to acquire land for the purpose of a factory and of expending public moneys for the making of the factory?—I am rather inclined to think it would be a good expenditure.

58,199. I suppose the point is this, that the tenant farmers have not sufficient money to provide all the requisite buildings and machinery, and the landlords hardly care to enter into a speculation, as a rule, with them. That is the point, I suppose?—I think the great difficulty at the present moment is that the public mind has not been sufficiently educated on the subject.

58,200. As to uniformity of the quality and general characteristics of the butter, the larger the scale on which the thing is done the more likely you are to secure good results?—Certainly.

58,201. If it is done on any very considerable scale in any county, it is almost hopeless to suppose that it can be done without the expenditure of public money?—You must have the milk brought to the factory and send the skimmed milk to the farm again.

58,202. If you have half a dozen farms in one county and they were all under one management, it would lead possibly to decreased expenditure and possibly increased profit?—It would. I daresay an impulse to the movement might be got in that way—you want something to start it.

58,203. You read with approval an extract from the Report of the Select Committee with regard to the operation of the Irish Land Act?—Yes.

58,204. Do you agree that the position of the tenants in Ireland is better since those Acts have come into operation than it was before?—Yes. I should say that the tenant undoubtedly was given something in that Act.

58,205. Do you mean that he is on the whole better off?—He undoubtedly was given something, but I think that with a similar Act in this country the tenant would be a loser, for this reason, in Ireland improvements and repairs were not done to a very large extent by the landlord before; in fact, I have always understood that that was the ground on which the Act was passed. Now, in this country, the improvements almost entirely are done by the landlord, and if an Act of that character was to pass then the landlord would cease to do the improvements and the repairs; so that in this country I think the tenant would be a loser by the passing of such an Act.

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Lord Kenyon.

58,206. Mr. Brynmor Jones has asked very much the question I was going to ask you with regard to the large amount of money that I think some of your schemes would require. You want butter factories and Queen's premium agricultural horses you say. I was going to ask you whether you would advocate any advance of public capital to improve holdings?—On loan?

58,207. Yes?—Oh, yes, I think that is desirable.

58,208. That would be a third advance? Where do you propose these funds should come from?—I take it the money for what I call Queen's premium cart stallions and bulls would not amount to a very great sum, and it would come out of the annual revenue. It would be a comparatively small grant which would effect it.

58,209. Then with regard to this butter factory?—My idea was that the people in the locality would be shareholders—those who were interested in it—and that the thing should be done on an extremely cheap basis. In Denmark and Switzerland the whole thing costs very little, the cartage and everything that can be is put out to contract, and generally those things are taken by one of the farmers themselves, and the actual original outlay of capital is something very small.

58,210. Are you aware that there is a factory at St. Clears, in South Wales?—No, I do not think I ever heard of it.

58,211. We visited it in the course of our peregrinations not very long ago. I do not know quite what the capital sum was, but, as you suggest, it was raised in shares by the people in the locality?—I know at Tipperary Junction there is a factory put up, which draws the milk of the whole district round there, and that, I believe, cost very little to put up.

58,212. Do you think, if the County Council were to initiate such a thing, it would be taken up in the country?—Yes, I think they might initiate such a thing. I think it is rather desirable that the farmers themselves should have a small share in it. I think, perhaps, they would carry it on with more zest if they had an interest in it.

58,213. The question at St. Clears was whether the farmers sent their milk in sufficient quantity. Do you think the farmers in this district would send their milk to the factory, if started?—I am afraid public opinion is not sufficiently aroused on the subject. Unquestionably in the neighbourhood of the watering places the price of milk is too much to make it profitable.

58,214. I think the grant to the Agricultural College is something like 700*l.* a year, is it not?—Yes, or 800*l.* a year.

58,215. Do you think that money is usefully spent?—Oh, I think it has been most usefully spent.

58,216. Do you think more might be allocated to local purposes?—The Board of Agriculture have forbidden them in the future to spend

Lord Kenyon—continued.

money on the dairy school for instance. It is not for the 60*l.* that I speak, but it is for the lead that that expert body gets by being a contributor in money.

58,217. They would lose their expert control?—Yes.

58,218. In fact, confining the thing to the college is rather giving money to the theory than to the practice?—Yes.

58,219. Do you think the farmers' sons avail themselves of the scholarships they offer at the college?—I do not know. In Carnarvonshire where they know the college and about it, I dare say they do. Here they do not know anything about it.

58,220. Is it sufficiently advertised, do you think?—No.

58,221. Do you think if it were better known they might?—Yes, a thing of that sort has to grow.

58,222. You are aware there have been schoolmasters' classes?—Oh, yes.

58,223. With regard to valuers, you advocate very highly paid officials?—I do.

58,224. Do you think they would have sufficient work to justify the expense?—I am sure the Board of Agriculture might utilise them as inspectors, and in other ways they would find plenty of useful work for them.

58,225. You think they might do some other work besides?—Yes.

58,226. You suggest they should be a voluntary reference?—Yes, voluntary reference.

58,227. You do not advocate compulsory powers?—No; I think compulsory powers would spoil the whole thing.

Mr. Brynmor Jones.

58,228. What do you mean by that? Because in this Bill which I was referring to the parties can only choose from the official list?—Yes, but it would be a voluntary reference.

58,229. A voluntary reference in the first instance?—The award would be compulsory, of course.

58,230. If the men like under this Bill to agree their differences without coming to the court at all, there is nothing taking away the liberty allowed by the common law, but a list of these official valuers is to be drawn up and the county court judge or the Board of Agriculture in some cases, is to nominate the umpire from them if the parties cannot agree?—Yes—well, of course these valuers would be of value supposing the matter got into the scope of the Agricultural Holdings Act, and one had to be appointed.

58,231. You would not object to the judge of the county court being limited in his choice to the skilled men?—Oh, certainly not.

Chairman.

58,232. There are some questions handed in by Mr. Llewellyn Jones—"Have you ever consolidated any of the farms on your estate?"—Yes, I have, and I have unconsolidated them too.

See 70,511

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[Continued.]

Chairman—continued.

58,233. "Have you a tenant called Mr. John Roberts living at Geinas?"—Yes, I have.

58,234. "Did you at the same time let to him the following farms: Geinas, Tydraw, Pistyll, Sodom, and Tanyfallen?"—No. Geinas and Tydraw were separate farms once upon a time, but they were joined together long before I ever had anything to do with them.

58,235. And the other three?—The farm Pistyll was let to Mr. John Roberts for a certain number of years. I think he had it for about five years, and now they have been unconsolidated and separated. The other two, Sodom and Tanyfallen, I do not remember.

58,236. "Were not these farms formerly occupied by five tenants?"—I do not know what "Sodom" alludes to.

58,237. Do you remember Tanyfallen?—Yes, Tanyfallen, Geinas, and Pistyll are three farms. Tanyfallen was broken up; half of it or part of it was exchanged with Mr. Hughes, of Kimmel, and the remainder was attached to the Geinas farm.

58,238. "Did you not let five holdings at the same time to the late Mr. William Jones, Nantgwilym?"—No. Mr. William Jones, of Nantgwilym, had two farms of mine. One of them he occupied after his father, and the other one he took from his nephew who had it from his father. He did not turn out to be a successful farmer, and as his uncle had practically managed it for him before, he took it over.

58,239. "Are not the following the names of these farms:—Nantgwilym, Henblas, Nantgwilym Bach and two other small holdings?"—Nantgwilym is one; Pantglas was almost part and parcel of Nantgwilym before I came into possession up to the present year, when I separated them. In fact, during the 40 years I have possessed Nantgwilym and Pantglas, they have been together up to the present year, when I separated them. The farm of Henblas was, as I have said before, occupied by the nephew of Mr. William Jones. The nephew was unable to farm, and he went on to the railway and his uncle took the farm over.

58,240. "Did you not at the same time let three or four farms to the tenants of Hendre, Boddfari, namely, the following:—Hendre, Ty'nycæan, Ty'nycæan Bach, and another holding?"—I daresay 100 years ago they might have all been farms, but within my experience they were only two farms, namely, Hendre and Ty'nycæan. For a short time they were held by the same person, but at the present time and now for some 10 years they have been unconsolidated again, and let to two people as they were before.

58,241. "How did any of these farms fall into your hands? Was it the result of notice to quit served by you or by your tenants?"—On which farms?

58,242. I do not quite understand that myself.—How did they come into my hands so that I was able to consolidate them?

Lord Kenyon.

58,243. The question means did they give you notice to quit or did you give notice to quit?—I did not give notice to quit in any one of the cases.

Chairman.

58,244. "Is there now a separate tenant in each of the above-mentioned holdings?"—Some of the holdings I do not recognise. I do not recognise which is Sodom; but, however, on each of those holdings I have mentioned there is a separate tenant at the present time. I have in fact, subdivided as far as I have been able. That is the principle I have gone on for the last 10 years.

58,245. The next question is "Why did you change your policy?"—And subdivide instead of consolidate?

58,246?—Yes?—Well, I think the consolidation policy was begun before I had much voice in the matter. I daresay I might have been inclined to consolidate if I had had the experience that I have now even; but I cannot say about that. At the present time I can fairly see that you can get tenants for small holdings most readily, and besides I would like to give as many people as possible an opportunity of earning a livelihood on a holding if I had the opportunity.

58,247. "Are most of the new tenants you have taken on your estate in the past few years Churchmen and Conservatives?"—No, I should say not, I think not. I really do not go into those questions much, but I think it is owing to deaths that a great many vacancies have taken place during the present year. I should say that the majority are not so.

58,248. "How many new tenants have come on your estate this last spring?"—At Henblas and Nantgwilym the farms were filled by farmers off the estate: they are not new tenants. There is a small holding where a new tenant has come on, Plasyn it is called. That man I believe is a Wesleyan, but I will not be perfectly certain. However, I have never seen him in church at any rate. Then I have another farm where a new tenant has come who was not on the property before, at Calcot. That man I believe is a Calvinistic Methodist. I have another farm called Cefny on which a new tenant has come, and I have not the remotest idea in the world what denomination he belongs to, or whether he is a Conservative or Radical or what his politics are, I have not the remotest idea.

58,249. Then you cannot answer this question: "Do you know whether they are Conservatives or Churchmen?"—No, I cannot. I cannot answer that one.

58,250. "Did a new tenant come to Fynonbeuno this spring?"—No, the tenant at Fynonbeuno is not a new tenant. He is one off the estate; but as a matter of fact he was a Wesleyan.

58,251. "Did a relative of the old tenant at Fynonbeuno apply to have the farm when it

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[Continued.]

Chairman—continued.

"became vacant last spring?"—Yes; there was a family that have lived there for 300 years, they say, and when the farm became vacant I told this family that I should be sorry to see an interruption in that family's existence there. One of them applied for it; however he eventually declined; he did not like to give up the holding which he had. Oh, I understand what you mean by that question is the person that had married the tenant in the farm. Mrs. Owen was the tenant of the farm, and a Mr. Lloyd married her, and was for a term the tenant. She died, and he was tenant for a certain number of years. After I had let the farm his brother applied to me for it. Well, the farm was let; but I am not at all sure that I should have let it to him—I mean I should not have given a preference to him; I think he would have made a good enough tenant—because I did not regard him as one of the family that had been on the farm for the 300 years; he was merely the brother of a man who had married one of the family there.

58,252. "Was this relative of the old tenant a Nonconformist or a Churchman?"—Well, he was a Nonconformist, certainly.

58,253. "Was the new tenant who came to this farm this spring formerly a Wesleyan Methodist?"—Yes, he certainly was.

58,254. "Is he now a Churchman?"—No, he goes to church because the Wesleyan chapel is too distant, but he is a Wesleyan still.

58,255. "Are the tenants at Nantgwilym and Henblás who entered this spring not Churchmen?"—They are old tenants on the estate; they are not taken on fresh; the one is certainly a Churchman, the other has attended church and he has attended the Calvinistic Methodist chapel.

58,256. "Has an application ever been made to you by the Calvinistic Methodists for a

Chairman—continued.

"plot of land in the village of Tremeirchion as a building site for a chapel?"—Yes.

58,257. "Did you distinctly refuse to sell any land whatsoever?"—No; I selected a site for them in, to my mind, a most excellent position, commanded by roads and pathways in every direction.

58,258. "Did not the other landlords who owned property in the village also refuse to sell land?"—I never heard of any other landlord being asked in the village, but it might have been so.

58,259. "Do you approve of the objects of the 'Landowners' and Agents' League,' which formerly had its head at Aberdovey, and which had for its main objects the filling of vacant farms with tenants who were Churchmen or Conservatives?"—I never heard of the League.

Lord Kenyon.

58,260. I think we heard of it at Dolgelly?—I never heard of it.

Chairman.

58,261. There is another question by Mr. F. Llewellyn Jones; "How far from the village was the site you suggested for the chapel?"—I was going to say 200 yards, but perhaps a quarter of a mile.

58,262. I understand you wish to put in a schedule?—Yes; this is a schedule of compensation to tenants drawn up by a committee of the Vale of Clwyd Chamber of Agriculture in 1883 and approved at a general meeting, and it has been in operation on my estate since that time. (*See Appendix.*)

The witness withdrew.

Adjourned for a short time.

Colonel HENRY RICHARD LLOYD HOWARD called and examined.

Chairman.

58,263. You are the owner of the Wygfair estate situate in the counties of Denbigh and Flint?—Yes.

58,264. You wish to put before the Commission some particulars concerning that estate?—Yes.

58,265. Will you kindly do so?—I own 839 acres in the county of Denbigh, and 691 acres in the county of Flint. The estate in the county of Flint has since been reduced by the sale of 106 acres, the particulars of which you will get presently. Absentee landlords encourage bad farmers. In this district there are very few absentee landlords. No rule can be laid down as regards large and small estates. Consolidated estates are certainly better than scattered ones.

Chairman—continued.

Neither language, politics, nor religion influence landlords in choosing tenants, or in deciding whether they shall be retained. Where agents are employed they have received special training but I know of no inconvenience or hardship being experienced where they have not. The 30th November is the usual date of entry in my district for land and the 1st May for house and boozy pasture. Farms are let from year to year. There is no demand for leases or they would be readily granted; tenants do not care for them. Being a yearly tenant a man has a much better chance of a reduction and of any allowance made. Tenants believe themselves to be quite as safe under a yearly agreement as they would be under a lease. There are very

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[Continued.]

Chairman—continued.

few changes of tenancy; I do not consider changes more frequent than of yore. A tenant is compensated by arrangement made between him and the landlord. If land is damaged by timber cutting, a tenant is compensated, and in the case of mining, brickfields, quarries, or other industrial operations being commenced, compensation is always made. Then I produce a copy of the agreement. (*Handed.*) None of the clauses are ever objected to; they have no effect on cultivation. No penal law is enforced with a good tenant. The tenant is given a copy of the agreement and has ample time to consider the clauses before signing. A tenant is not likely to put his name to paper unless he knows what he is signing. The rent is fixed at a gross sum.

58,266 On the agreement you say: "shall not dispose of or sell any hay, straw, or manure." That clause, suppose is a dead letter?—Yes, it is practically a dead letter, and they farm as they like. Of course we do not allow them to plough up permanent pasture.

58,267. Otherwise it is freedom of cultivation?—Quite so. The rent of small farms is slightly higher than that of larger ones; this is only fair, owing to the proportionately greater expense in erecting and maintaining buildings. There are no services rendered by tenants except hauling for improvements and repairs. That is not always done, but it depends upon whether my carts are engaged or not; if they are engaged then the tenant has to do it. The rent is fixed on the basis of a valuation. In three instances the tenants fixed their own value. In September 1892, I let by auction 26 acres of grass from 15th September to 28th December, 1892, for 47*l.* In May 1893, I again let the same land by auction from 10th May to 30th November, 1893, for 83*l.* 10*s.* There is no compulsion to bid at an auction. From 1st May to 30 November 1894, I let it at 75*l.* by auction. Rents have not been raised; they have been reduced. There have been both permanent reductions and temporary abatements of rent; they vary in different cases. Notice of such reductions and abatements is given to tenants. I hand in a table of the reductions of rent which makes it appear that we have reduced 16 per cent., and the tenants have now had abatements of 10 per cent. which makes it 26 per cent. in all.

58,268. A permanent reduction of 16 per cent?—Yes, and abatement 10 per cent. Rents are never raised, if reduced it is done by consultation with agent and tenant. It is paid five months after it falls due. Everyone knows of the existence of the preferential claim, and it can make no difference. It prevents shopkeepers giving long credit. In its absence landowners would probably insist on payment in advance. Tithes, land tax, chief rent, and income tax, Schedule A, are paid by the owner. Local rates and income tax, Schedule B, are paid by the occupier. The size of farms varies in my district.

Chairman—continued.

58,269. They are small farms?—Yes, I think you may take an average of about 80 acres. It is very difficult to say, but I should think that is a fair average. I should say holdings have not been consolidated. I have subdivided one farm and built a new house and buildings, and shall probably subdivide another farm, if my property is not interfered with as has been the case in Ireland. There is no scarcity of labourers, except at certain times of the year when there is a great demand. No land is going out of cultivation in my district. No waste land has been reclaimed. Arable land has been laid down to pasture at the tenant's expense, because he thought it would pay better. I wish to state that I do not speak generally; I only speak for my own property. Improvements are all done by the landlord, the tenant usually carrying the materials. I do all the improvements and charge no interest. There are no improvements ever effected by the tenants. Tenants do not apply for the landlord's written consent for improvements, because the tenants prefer to have their improvements done by their landlord. Such consent is readily given, unless the landlord is of opinion that the improvement is ill-judged. I have never heard of an outgoing tenant failing to obtain sufficient compensation for his improvements. There is no right recognised as belonging to tenants to dispose of their interests in their holdings to any solvent tenant to whom the landlord shall not have any reasonable objection. I should not allow any tenant to pay goodwill; all his money would be required to work and stock his farm. With regard to game preserving, tenants kill all the rabbits which cannot be preserved, except on land in the occupation of the owner. Hares are extinct and instances of game preserving by the landowner vary. Tenants generally avail themselves of the provisions of the Ground Game Act. There is not sufficient game to do any damage to the crops and pastures, and there are no claims for compensation made. Here the tenant often puts wire netting round part of the fields nearest the wood; the rabbits come out of the woods and get round it; the tenant drives them with dogs, and the rabbits go homewards and cannot get through the wire netting, and then they are killed. Tenants are not expected to "beat" coverts unless they like; they are paid in money if they care to come. The effect of game preserving on the public is that they obtain good game at a figure that they could not rear them at. The clerk to the magistrates could give the proportion that game law offences bear to other offences. There is no attention being paid to agricultural education in my district. I personally take an interest in fruit culture, and last year put out 134 orchard trees. No attention is paid to market gardening, as there is no demand. When the landlord cuts down timber they replant. With regard to poultry farming, Mr. Tegetmeir, who writes for the "Field," the greatest authority living on poultry farming, has for years held that it does not pay.

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[Continued.]

Chairman—continued.

A great many cottagers keep bees, but their hives are old-fashioned, and there appears to be a want of instruction in this. A great many of these occupations might be sources of profits to farmers, and would be if foreign competition could be got rid of. Instruction in butter and cheese-making is given, and is much availed off. I would not have a dairy-maid unless she had a dairy school certificate. This instruction will have its effect in time, but it must be remembered that the Welsh as a rule are very conservative, except in politics, and think they know how to make butter better than anyone else. Light railways cost about 2,000*l.* a mile; lines like the Glyn Valley tramway would be very useful. With regard to insurance, the landlords insure the buildings, and the tenants mostly insure their stock. There is certainly

Chairman—continued.

no combination amongst landlords not to accept tenants of a certain description, but there is an association of landlords to protect their own property, the object of which has already been explained in the evidence given by Lord Penrhyn. I cannot say anything as to farmers and labourers associating for the purpose of fixing wages. There are tenant farmers who have bought their own or other holdings for their own occupation in this district. I myself have sold some property by auction. I hand in a list of the prices. Of the lots four lots were bought by the tenants, one lot by the tenant's son, and one lot by the tenant's daughter.

58,270. That was in 1893?—Yes, the date is on the list, 5th August 1893. (*The witness handed in the following list.*)

SOUGHTON HOUSE ESTATE SALE, 5th AUGUST 1893.

Rental.	Tithe.	Rent, less Tithe.	If purchased by Tenant.	Price.	No. of Year's Purchase.	
£ s. d.	£ s. d.	£ s. d.		£ s. d.		
20 0 0	1 16 7	18 3 5	Yes.	735 15 0	40	Corn mill.
34 0 0	1 14 0	32 6 0	Yes.	525 0 0	19	
62 0 0	8 10 0	53 10 0	Tenant's son.	2,154 3 4	40	
8 0 0	0 15 0	7 5 0	No.	270 0 0	38	
0 8 0	—	0 8 0	No.	9 0 0	22½	Tenant's daughter.
14 0 0	0 18 2	13 1 10	Tenant's daughter.	442 0 0	34	
5 0 0	—	5 0 0	No.	162 0 0	32	
0 3 0	—	0 3 0	No.	13 0 0	86	
0 4 0	—	0 4 0	No.	10 0 0	50	Cottages.
1 0 0	—	1 0 0	No.	32 13 0	32	
1 10 0	—	—	No.	70 0 0	46	
10 6 0	0 11 9	9 14 3	No.	240 0 0	25	
6 0 0	—	6 0 0	No.	120 0 0	20	Minerals, reserved.
8 0 0	0 4 8	7 15 4	No.	200 0 0	25	
30 0 0	0 8 9	29 11 3	Yes.	900 0 0	30	
11 0 0	0 5 6	10 14 6	No.	255 0 0	25	
10 0 0	0 11 9	9 8 3	No.	300 0 0	30	
6 10 0	—	6 10 0	No.	245 0 0	37	
15 0 0	—	15 0 0	Yes.	500 0 0	33	

4 lots bought by tenants.
 1 lot " tenant's son.
 1 " " tenant's daughter.

58,271. Did this property sell fairly well?—Exceedingly well. Please observe the years purchase it sold at. I should like to part with a good deal more at the same price.

58,272. One fetched 86 years' purchase?—Yes, that was a very small one; that was a garden.

58,273. Another, 40 years' purchase, and so on?—Yes. It is impossible for me to tell whether they borrowed money to pay for it; the land must have been worth the money or they would not have been able to borrow it. I give my labourers 15*s.* a week and a cottage free for most. The chief fluctuations in wages since 1850 are:—In 1850 labourers' wages were 1*s.* 2*d.* and 1*s.* 8*d.* a day = 7*s.* and 10*s.* per week; in 1857, 1*s.* 10*d.* a day = 11*s.* per week; in 1858, 2*s.* a day = 12*s.* per week; in 1893, 2*s.* 6*d.* a day = 15*s.* per week. Cottage accommodation is good; there are very few thatched cottages in existence. The requirements for thorough cultivation are sufficient. Cottages vary in situation with regard to concentration

in villages and distance from work. Their condition and construction is good; all the newly-built cottages have three rooms; they have gardens of sufficient size for one man to work; they are held of the owner. A workman left me a short time back; I gave him six weeks' notice to go out of his cottage. Labourers are very fairly off; they have 15*s.* a week and a cottage. There has been no considerable migration of farmers or labourers from my district within recent years. In my opinion trade depression began in my district in 1884. I consider foreign competition is the cause; all classes are affected by it.

58,274. That is the principal cause of depression you consider?—I think so, my Lord. I suggest as remedies: That those whose money is in "stocks and shares" should have their fair share of rates and taxes, which are now most unfairly borne by the landlord and tenant; light railways; an improvement by Government in the breeding of cattle, as is being done with

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horses; agricultural education; dairy, poultry, bees, &c.; Government to lend money, at as low a rate of interest as possible, to landlords to drain and build with; dairy factories as in Denmark; horse-breeding, a great deal of that is being done in our country by Mr. Pratt, but there are a lot of stallions travelling the country that are really not fit to get stock from, and those should be prohibited travelling the country, because the tendency of the farmer is to go to the man who will serve him the cheapest. Supposing I invest at 3 per cent. 350*l.*, the price of a pair of cottages, I receive 10*l.* 10*s.* per annum for certain. If I build a pair of cottages with the same money I might get 1*s.* a week for each, say 2*l.* 10*s.* per annum for each, and I must pay rates, taxes, and repairs. In building one should receive 6 per cent. to cover one from loss, so that really I should receive 21*l.* per annum, and I am only receiving 5*l.*, a loss of 16*l.* per annum for my philanthropy. With regard to light railways, in my original evidence, written out about September 1893, I advocated the making of light railways or tramways, the roads to be free from the absurd and vexatious regulations as at present insisted upon by the Board of Trade—such as interlocking apparatus, &c. The speed of these lines should be very moderate. Any incline up to 1 in 11 can be surmounted by the Fell system of a third or grip rail. Temporary sidings could be set up at any points where farmers might have produce to pick up. The gauge of these should be 2 ft. 4 ins. or 2 ft. 6 ins. No station is required, except at each end, and small lock-up sheds. Tickets for passengers might be issued on the train by the conductor. Probable cost of railways: Mr. E. R. Salway, in his book, makes it 2,000*l.* a mile. There is a light railway working in the Department of Loiret, in France, which cost 1,555*l.* per mile, but the rails would have been better heavier, say 24 lbs. a yard: now they are only 19 lbs. Mr. Horace Bell, late consulting engineer for State railways to the Indian Government, says that these lines out there cost 1,800*l.* to 2,000*l.* a mile, and if laid on existing roads, half that sum. I have worked out that if one of these lines earned 2*l.* 11*s.* 6*d.* per mile per week, that it would pay the interest of the money. The Loiret line is earning between 2*l.* 4*s.* 6*d.* and 2*l.* 17*s.* per mile per week. These estimates include equipments. Such lines as these, from Mold to Ruthin, Mold to Holywell, Mold to Buckley, St. Asaph to Llanfairtalhaiarn and on to Llanrwst, Denbigh to Cerrig-y-Druoidion and on to Bettws-y-Coed, would be of great use—the Government to lend the money, as in the case of the Irish railways. The general relations between landlord and tenant are friendly. I strongly object to the appointment of a land court, as calculated to destroy the present friendly position of landlord and tenant. Dual ownership has been tried in Ireland, and found utterly wanting; why, therefore, attempt to set it up here? I would rather advocate the voluntary extension of the Ashbourne Act, as in Ireland—there is no need to

Chairman—continued.

make it compulsory, there are plenty of landlords willing to sell. I would apply it, in the first instance, to absentee landlords. If a land court were established, the landlord would lose all interest in his property; he would become a mere rent receiver, and no inducement to live at his own home. He would probably live in London and abroad, rents would have to be paid to the day, and the tenants would get but little repairs done for them. As to the money spent in repairs and improvements, and the period over which the money has been spent, I hand in a table. The table is from 1870 to 1894, a quarter of a century—25 years. (*See Appendix.*) I want to make one explanation with regard to it. From 1870 to 1880 the accounts have been destroyed. I have had possession of the property for four years, and my father for 21 years. Either those accounts never existed, or they have been destroyed. I have spoken to the gentleman who was agent, and he says the figures I have put down are about right and fair, and I think myself they are honestly under the mark. I have received in rents during that period, 28,000*l.* odd.

58,275. That is from 1870 to 1894?—Yes. There is half a year in 1870, but I have taken it as a whole year—it is not worth talking about. I have received 28,000*l.* in rent and I have spent 12,000*l.* in repairs, so that the percentage of outlay upon repairs is 41 per cent. With regard to the money that my father and myself have actually handled out of the property, what with repairs, new buildings, draining, &c., insurance, rates, taxes, tithes, and agency, during the past 25 years, we have only received 43*l.* out of every 100*l.* The other 57 per cent. has gone.

58,276. Does that include any charges on the property?—Oh, there are no charges; I am free.

58,277. No jointure?—No; I am free—as air.

58,278. 28,000*l.* in rent between 1870 and 1894, and 12,000*l.* spent in repairs, and 43*l.* in every 100*l.*, really was all you received after the taxes, &c., and charges were paid?—Quite so. I have no evidence of what cases on the estate the families have held the same farm for generations; but one woman now living has been a tenant for over 50 years. One woman died last year, and after her death the holding was sold by auction, and the daughter bought it.

Lord Kenyon.

58,279. You heard Mr. Pennant's evidence this morning?—Yes.

58,280. Have you given any consideration to what he suggested about a valuer?—No; I have never had any difficulty with the present system.

58,281. That was new to you?—Yes, perfectly new. I never heard a word about it until he suggested it. We never have any

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Lord Kenyon—continued.

difficulty; therefore I have not given it a thought.

58,282. With regard to what he said about agricultural education in this country, do you agree with him as to that?—Yes, thoroughly. I think a great deal more might be done in it.

58,283. Do you think that a butter factory would be taken up by the landlords of this county?—I think it might be if it was started on a proper footing. Then you would have to be very careful that the tenants did not feed their cattle except for making butter. If you have a taste in it no one would buy it. I may say I am interested in butter, and I took the first prize for it at Denbigh.

58,284. Do you think the County Council should start a scheme of that sort?—Yes, I think some authority might. I do not see why they should not try it.

58,285. Do you advocate the Queen's premium cart stallions?—Certainly; the improvement in the breed of horses since Mr. Pratt has been in the Vale—and it is now the third or fourth year—is very marked. It was noticed by several of us at the Denbigh show.

58,286. I suppose a good many of the landlords keep bulls for the tenants?—Yes, there is one at Cefn. I keep Jersey cattle myself, because I believe in them, and I believe they pay better.

58,287. Do you think any light railway is required in this district?—Yes, I think so. I think one from here to Ruthin would be a very useful thing laid alongside the road. It is a very good road all the way, and it is quite easy to surmount that hill with the grip rail.

Mr. Griffiths.

58,288. Is your agent a trained man in agriculture?—Yes, very much so.

58,289. You do not employ a valuer, I suppose?—No, they have such faith in him that they are quite satisfied with anything he does.

58,290. Do you construct any sheds for the storing of hay?—Yes, I put up one for a tenant this year and three others for myself.

58,291. Do you charge any interest upon the outlay?—Oh, dear me, no, never.

58,292. Do the servants in this neighbourhood generally attend dairy schools?—I think they are getting more keen about it than they were.

58,293. When are the classes held generally, what time of day?—They go there for a month, I think it is; I am not very clear about it. Mr. Pennant gave you that evidence.

59,294. In Scotland they have their classes in the evening, for the purpose of the servants having a chance to attend?—I have been over the dairy school at Lleweny this morning, and the class are stopping there. They stay for a month, I think.

58,295. But servants could not do that?—No, but farmers' daughters go there and stop a certain time.

Lord Kenyon.

58,296. The dairy class travels sometimes?—Yes.

Mr. Griffiths.

58,297. Do you know whether the servants attend the travelling dairy school or not?—I do not know. Mr. Pennant can tell you better than I can, because he has to do with it.

58,298. You are of opinion that there are too many horses travelling now and that they are injurious?—Yes; I would wipe all the bad stallions out, every one of them, and forbid them to travel. A bad horse or a bad bull eats just as much as a good one.

58,299. It has been said elsewhere that they ought all to be registered?—Yes, certainly there should be some system of that sort.

Mr. Richard Jones.

58,300. When a farm becomes vacant what process do you adopt in order to let it?—We advertise it in the paper. We very seldom have a farm vacant. We had one taken the other day and a man came and took it immediately we advertised.

58,301. Is it a general thing that landlords advertise their farms?—Yes, I think so. You see the advertisements in the paper. If you have anything to sell or let you advertise it.

58,302. Do you let to the highest bidder?—Oh, dear me, no.

58,303. The most desirable tenant?—Yes.

58,304. It is not for the lack of applications that you advertise it?—Oh no.

58,305. How many applications do you generally get for a farm when it is advertised?—I have not had one vacant till the other day, and a man heard of it in a public house and came and took it. I did not advertise it at all.

58,306. Have you advertised it?—No.

58,307. But on the large estates it is not a general thing?—I would not like to speak for anyone but myself.

58,308. You are acquainted with the district?—Oh yes, I know it very well. I think they generally advertise a farm. I think so. I know a farm near me that belonged to a large estate that was advertised the other day and taken immediately.

58,309. Have you made many abatements on your farms?—Yes, we have reduced the rent 16 per cent. and we have abated a further 10 per cent., which makes 26 per cent. I gave you that evidence.

58,310. Was it on your initiative that the deductions and abatements were made?—The 16 per cent. was done in my father's time, and I gave the other 10 per cent. abatement and it has continued ever since I have been in.

58,311. So that the tenants have a reduction of 26 per cent.?—Yes, and they get all the repairs and improvements done for nothing.

58,312. When were the rents revised on your estate?—I have no record of anything of that

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[Continued.]

Mr. Richard Jones—continued.

sort, so far as I know, and I am speaking to the best of my ability, there has been no rise in the rents that I can trace.

58,313. No alteration from 1872 to 1876?—There was certainly not then. The table I handed in will show that.

58,314. Have you enforced the penal clauses in your agreements?—Never.

58,315. I suppose they are always observed?—Yes, I have never had occasion to enforce them.

58,316. Supposing that these clauses were broken would you enforce the penalty?—I could not say. I will wait until they are broken.

58,317. Do you think there is any necessity to do anything more than receive compensation for the actual damage done?—I do not quite follow that question.

58,318. Well, you see I have not seen your agreement, but very frequently there is a fine of 20*l.* for the infringement of these restrictive clauses?—Well, it has never occurred, so that I could not give an opinion. I have handed up my agreement.

58,319. There is a clause to that effect in your agreement?—There is the usual clause.

Lord Kenyon.

58,320. It is more to prevent the pasture being broken up than anything else?—Yes, it would take years and years to lay it down again. I do not think you can lay it down under 5*l.* an acre.

Mr. Richard Jones.

58,321. Well, it would not cost 20*l.* an acre to lay it down?—That may be.

Mr. Grove.

58,322. You gave us an instance where you had let some small piece of land at a very high rate. I suppose that is strictly accommodation land?—Not at all. It is 2½ miles from this town, if not 3 miles.

58,323. You would not call that accommodation land in any sense?—No, certainly not.

58,324. When you give fruit trees, which you say you are trying to encourage, do you protect them at all. Do you do anything towards protecting them?—I have begged the tenants to do something. I have staked them myself, and I have begged them to protect them, and I shall see whether they do. If they do not protect them I shall not put any more in.

58,325. In speaking of poultry farming, you say it does not pay?—That is the opinion of Mr. Tegetmeir.

58,326. You would like to see it encouraged?—Yes, as an auxiliary, and the right breed of chickens encouraged, one for laying and one for eating.

Mr. Grove—continued.

58,327. When you sold the five or six farms some few years ago, do you know whether any money was borrowed by the sitting tenant to purchase?—I do not know that—but they were only sold last year, last August. We received the money and did not ask any questions.

58,328. You speak of the cost of cottages, and you make up a table showing that if you built cottages you would be a large loser as compared with an ordinary tenancy. If those cottages were built on your own land would there not be some part of the advantage received back in giving proper housing for the labour for the land?—A man must live somewhere, he cannot live in the open field.

58,329. If we were to admit that the cottages were necessary for a certain amount of labour on the land, that table would hardly be fair, would it—looking at it from that utilitarian point of view?—There is no reason that the cottager should not have lived in the town, say two miles off, and come to the work, and then you would be receiving the interest on your 250*l.*

58,330. Would you consider it advantageous to do that?—Numbers of men walk two miles.

58,331. Would you consider it as valuable? Would you not like to have the men on the farm to attend to the stock?—Yes, quite so; I quite admit it would be better, but not absolutely necessary.

58,332. Then, speaking of the light railways, that is a very nice point. You work it out so much per week will pay the interest on the capital?—Yes, I worked it out roughly. I make out, say they cost 2,000*l.* a mile, the interest on that 2,000*l.* a mile at 3½ per cent. would be 70*l.* Say the working expenses of the line were 65*l.*, that would work it out at 2*l.* 11*s.* 6*d.* per mile per week. Referring to that railway in France I was speaking of, this was taken from the *Times* of only a few days ago—“These sums represent gross earnings, respectively, of about 2*l.* 4*s.* 6*d.* and 2*l.* 17*s.* per mile per week, which, according to our ideas, would not be remunerative, even for a very light railway. The fact, however, that a responsible and experienced firm of contractors are working the line on these terms, shows that a profit is to be made with a very small volume of traffic, if the system of working is adapted to the conditions.” I would put in sidings. I would have portable sidings, so that if a man wanted to send a stack of hay to Liverpool he would simply have to send it to the railway, have it trussed, and take it off.

58,333. You consider the Board of Trade regulations would have to be very much modified before you could think of that?—It would be perfectly impossible as it is now.

58,334. You would advocate it being applicable to passenger traffic as well as merchandise?—Yes.

58,335. Therefore they must modify their regulations?—Oh, they must do it if they want to have any light railways. If you made a line say from here to Holywell, there is the Halkin

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[Continued.]

Mr. Grove—continued.

mine there drawing their coals three or four miles up one of the steepest hills in the world, and sending their lead down to Bagilt. It costs 3s. 6d. a ton to send it down, and you can bring lead from Australia for 5s. a ton; in fact, I believe they will bring it for nothing.

58,336. You spoke of Denmark. Have you studied the question at all in reference to butter factories in that country?—I have not gone into butter factories there. I went to one butter factory in this country, Lord Vernon's; it was very interesting.

58,337. I suppose you know in Denmark they have appointed inspectors and they keep an inspector also in England, whose duty it is to go into all our markets for butter, find out the whole circumstances of the case, and report home to the Government, so that they seem to have made a regular system of the whole thing—and that is the reason I suppose they are fairly successful with it?—I am very successful with my own butter. I can sell any quantity of it at 18d. a pound all the year round, because of the uniformity of quality, and it is very well made.

Professor Rhys.

58,338. What was the district in France you instanced with regard to the railways?—The department of Loiret.

58,339. Do you know whether that is a fairly level country or hilly?—It does not say very much about that. I should think most probably it is flat.

58,340. I was thinking of the railway you suggested from St. Asaph or Denbigh to Llanfairtalhaiarn and on to Llanrwst?—Yes, and Bettws-y-coed.

58,341. Would it not be rather expensive to get it to the level of Bettws-y-coed?—No, with the Fell railway, which I have been over as a boy on the engine on the Mont Cenis, they could drag a loaded train up 1 in 11, and it went up very easily.

Sir John Llewelyn.

58,342. Is that the rack and pinion system?—No, the grip rail, the Fell system.

Professor Rhys.

58,343. Does that involve considerable expense and tell rather against the suggestion as applicable to this country?—I do not think so. You only put in the third rail where you want it. Directly you want it you use the grip. The driver can put the grip on wherever it is. I think you could get down into the valley very easily with a gradient of 1 in 25 or something of that sort.

58,344. With regard to labourers you do not seem to feel any objection to their living a mile or two away in the towns?—I think it would be better to live on the spot.

Professor Rhys—continued.

58,345. I do not want to discuss that. Do your farmers keep any servants living on the spot?—Yes, they live in the house I think.

58,346. That system you find to work all right?—That seems to work all right. There are no complaints.

Sir John Llewelyn.

58,347. You told us about the sale of property. Was that by private treaty with the tenant?—No; sold by auction in this town.

58,348. Was there any right of pre-emption given to the sitting tenant?—No. We offered one place to the woman who had been there 50 years—I am speaking only generally—at a price and she refused it, and it fetched 130l. or 140l. more than she offered for it. We should have been quite willing to have sold it to her at 30l. or 40l. less than it was worth, but she refused and we put it up to public auction. It was sold at the hotel here.

58,349. In regard to the purchase of goodwill you tell us, I think, that you are opposed to the idea of the sale of good-will in the land?—Certainly.

58,350. Do you know as a matter of fact whether any money does pass between an outgoing and incoming tenant?—I never heard of any except the usual arrangement as to crops and those sort of things—not with regard to giving possession. A man's money is required to work his farm.

Mr. Richard Jones.

58,351. I was not present when you answered some of the questions, but you think a preferential claim for rent has a very beneficial effect?—My answer to that question was—"Every one knows of the existence of the preferential claim and it can make no difference. It prevents shop-keepers giving long credit. In its absence landowners would probably insist on payment in advance."

58,352. What is the effect of the preferential claim on tenants who have capital—that is the most desirable class of tenants?—I should say it has none. It is only with respect to the man who has not any money.

58,353. Has not the preferential claim for rent the effect of stimulating rents and keeping them up?—Not at all that I have heard of. I never heard of it.

58,354. Supposing the preferential claim was abolished?—The landlord would insist upon having his rent paid in advance.

58,355. And he would exercise more care in the selection of his tenant?—Yes, perhaps. We exercise what we consider sufficient now.

58,356. He would do more so then?—No, I do not think we could exercise any more care than we do at present.

58,357. Would you have any objection to abolish it?—Yes, I should have great objection, because you have a tenant going into a farm and he would have to find the money for the rent in

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[Continued.]

Mr. Richard Jones—continued.

advance when he was wanting money for his farm. I should say let it remain as it is—it is perfectly satisfactory.

58,358. In the interest of the tenant you are in favour of it remaining as it is?—Certainly.

58,359. We frequently hear from tenant farmers that they would like it?—Those are the tenant farmers you mentioned who have no capital.

58,360. The preferential claim induces men of straw to come and compete with the most desirable tenants, such as *bond fide* tenant farmers who have capital. It increases the competition?—I do not think so.

58,361. That is not your opinion?—No, that is not my opinion.

58,362. It is somewhat contrary to the general opinion, I must say?—We cannot all be of one mind.

Mr. Griffiths.

58,363. One question with regard to the land which you let out by auction—we call it a bye hold?—We simply let grass land by auction.

58,364. With regard to that what time of the year do you generally let it?—I came into this land through a death—I will be perfectly plain with you—I had a crop of hay off it, and in September 1892 I let it from the 15th of September to the 28th of December for 47*l*. In May 1893 I again let the same land by auction from the 10th of May to the 30th of November for 83*l*. 10*s*.

58,365. Why did you change the time of letting it?—Because I came in and took it through a death, and the grass was actually

Mr. Griffiths—continued.

standing on the land at the time the lady died. I came in as heir-at-law and the actual grass standing on the land belonged to me. The lady left no will; I came into possession. That is the reason I changed the time.

58,366. You made it May afterwards?—Yes, certainly; it was let before in September. I let it from the 1st of May for grazing.

58,367. Is not that a time when tenants are generally very short of keep, and they have either to buy hay or buy cake or corn?—Yes, but you would not choose the worst time of the year to sell anything, would you?

58,368. But the tenant is obliged to give a higher price for it?—This was taken by outsiders and by auction, and from the 1st of May to the 31st of November 1894 for 75*l*.

Chairman.

58,369. There is a question handed in by Mr. J. E. Vincent—"Have you not miscalculated the ratio between your expenditure and rental? Ought it not to be nearly 43 per cent.?"—It might be.

58,370. I do not think you gave any percentage, did you?—Yes, I did. One is 41 per cent. The repairs and improvements, and the actual money handled was 43 per cent., but I might have made a mistake.

58,371. Mr. Vincent contends that it ought to be nearly 43 per cent. in both cases?—Very likely.

58,372. There is one question by Mr. Owen Wynne—"Do you think the farmers of late years would have been better off under leases, than under the ordinary yearly tenancies?"—No.

The witness withdrew.

Mr. DAVID JONES called and examined.

Chairman.

58,373. Where do you live?—Plas Newydd.

58,374. How far is that from Mold?—About four miles.

58,375. Are you a tenant farmer?—A tenant farmer, yes.

58,376. Who is your landlord?—Mr. Carstairs Jones, of Hartsheath.

58,377. How large is your farm?—275 acres.

58,378. Is it a grass or a mixed farm?—It is mostly a grass farm.

58,379. What is the rent?—The rent is 319*l*. and odd shillings.

58,380. What do you wish to tell the Commission?—I have nothing against the landlord; we are getting on very well. I have got a very good agent.

58,381. How long have you been on the farm?—About five years; getting on for five years now.

Chairman—continued.

58,382. What would you like to say?—Well, I consider, after my experience in farming, that there is too much burden on the land.

58,383. Anything else?—Rents, rates, and everything, are too high on the land.

58,384. You complain of your rent. You think your rent is too high?—Well, I do not say my rent is too high, but according to the size of the farm. It is only grass land, and not sufficient arable land.

58,385. You have not sufficient arable land on your farm?—No, that is so.

58,386. Do you consider the rents in the neighbourhood are too high?—I consider the rents in Wales are too high.

58,387. You consider the rents all over Wales are too high?—Yes, generally, and the rates and everything on the land is too much money to pay.

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Mr. D. JONES.

[Continued.]

Chairman—continued.

58,388. You think the rents and the rates all over Wales are too high. What else?—To have the rents settled is better than abatements. I do not believe in abatements.

58,389. You think there ought to be permanent abatements in rent?—Yes.

58,390. Anything else?—Well, I consider myself that it would be very good to have some board of arbitrators. I had an experience in that line in the other farm I was in. There was an abatement, but I wanted to settle the rent, and the landlord could not come to my terms. I only wanted the farm according to rent I was paying after deducting abatements, I wanted to have it settled, I took another farm, and after I took the other farm, the farm I am in at present, the agent came to me and wanted me to take the farm on my own terms. It is the case very often to let a tenant go, and let the farm again perhaps lower to a new tenant.

58,391. Do you consider that the common practice in the neighbourhood, or is that an individual or singular case?—Well, not quite singular. I know of more cases than that.

58,392. You know of more cases where that has happened?—Yes; I consider it is better if the tenant farmer can agree, but when cases come where they cannot agree, it is better to have an arbitration, because it is loss to the landlords sometimes to lose a good tenant, and perhaps take another not so good instead.

58,393. You think it would be in the landlord's interest to have a legal arbitrator—do you go as far as that?—Yes, I believe it would be better for the landlord.

58,394. Because he would keep a good tenant, though he might lose a little rent. That is what is in your mind?—Yes.

58,395. And you would like to see some sort of court of arbitration fixed?—Yes, I should like to see it. And another thing I should like to give evidence about. I do not believe anyone ought to be a land agent without being a practical farmer himself. There are a good many lawyers in Wales who are land agents, but I do not think myself they ought be. My agent at present is a practical farmer himself and is very agreeable.

58,396. Were you in the room this morning when the evidence was given?—Yes.

58,397. Did you hear Mr. Pennant's evidence?—I could not catch every word.

58,398. He was in favour of arbitration to settle any dispute about compensation?—Yes.

58,399. But you go farther, and you would like arbitration to settle the question of rent between landlord and tenant?—Yes, if there is a dispute.

58,400. It would not be necessary to go to this arbitration unless there was a dispute which could not be settled amicably between the landlord and the tenant?—No.

58,401. Is there anything else you would like to tell us?—No, nothing more except that point.

58,402. And that point you are very strong upon?—I am very strong that no one ought to

Chairman—continued.

be a land agent except he is a practical farmer himself.

58,403. Your point is that every land agent ought to be a practical man?—Yes.

58,404. You object to lawyers as land agents?—Yes.

Mr. Griffiths.

58,405. You do not tell us why you wish for a permanent reduction of rent in preference to abatement?—It would be far better.

58,406. But what is the reason?—Well, because we could look forward better, and go on and farm better, I believe.

58,407. Would you not also have your rates reduced—the rateable value of your farm?—Yes.

58,408. Can you get that with abatements?—No.

58,409. Why did you leave the other farm you occupied?—Because the farm did not pay. It was very poor land, and it was very late, and the crop was late.

58,410. Did you appeal to your landlord for a reduction in your rent?—I appealed for having the rent the same as I had it, to settle it permanently instead of abatements.

58,411. But he would not even do that for you?—No.

58,412. Do you think that it was for the want of knowledge, or do you think he was rather a hard landlord. Do you think he knew that the farm was a little bit high?—Yes, the agent knew, I explained it.

58,413. And he offered it afterwards when you were taking this new farm?—He offered it after I had taken another farm.

Mr. Richard Jones.

58,414. Have you any grievance with your present landlord?—No, we are getting on very well.

58,415. You have no hostile feeling against him at all personally?—No, not at all.

58,416. What you complain of is that the rent is too high, that you cannot make your farm pay?—Yes, I complain that the rents generally are too high in the country, and it is better to settle the rents than have abatements.

58,417. Are you acquainted with the circumstances of the farmers, your neighbours?—Yes, but not very much now, because I have not been long in this neighbourhood.

58,418. Do you hear complaints from your neighbours that their farms do not pay?—Yes, I hear a great many complaints.

58,419. Is there a reluctance among the tenant farmers to appear before the Commission?—Well, I do not know that.

58,420. Do they feel timid, or is there any fear to appear before the Commission?—Well, I am afraid there is.

58,421. They are afraid that they will be punished in some way or other?—Well, I think they are.

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Mr. D. JONES.

[Continued.]

Mr. Richard Jones—continued.

58,422. Do you think there is any justification for that fear?—Well no, I do not think there is.

58,423. But still it does exist?—Yes.

58,424. Do you know whether any landlords have invited their tenants to appear before the Commission?—No, I do not know of any.

58,425. You do not know whether any of them have announced that there was perfect liberty to their tenants to appear before the Commission?—No, I do not know of any.

58,426. Are you satisfied with the profits you have been making on your farm for the last five years?—No.

58,427. It has not paid you?—No, the last three years it has not paid. Prices have been so bad, and it has not paid the last three years.

58,428. Do you think that the question of rent will never right itself without the interference of some third party to settle it?—I am afraid not.

58,429. You think that there is no prospect, at any rate, at the present time, of times improving to such an extent as to justify the present rents?—No, I do not see it.

Mr. Grove.

58,430. Are there many teetotallers about that you know of—many total abstainers?—Yes.

58,431. Do you think that if some of the money that went into the public houses was turned into other directions, it might improve the position of farming a bit?—Yes, I think it would be a great help. I think it would be better.

58,432. Would you like to buy your own farm if you could. I mean would you like to be the possessor of your own farm if you could manage it?—Oh, certainly yes.

58,433. Do you think if the property belonged to you yourself, that you could farm it better than you do now, to try and make a little more out of the land?—Yes, I think I would.

58,434. You would like to have a try at it, if you could?—Aye.

Professor Rhys.

58,435. Which is your parish?—Mold; Hartstead township.

58,436. Do you speak Welsh?—Yes. I prefer to speak Welsh, and to give my evidence in Welsh, if you will allow it.

58,437. What language do the farmers about you speak. Do they speak Welsh mostly?—Some Welsh and some English. I am on the boundary.

58,438. Have you an agreement?—Yes.

58,439. Have you read that carefully through, and do you understand it?—Well, I have read it, and I understand it.

58,440. And it is usual for people about you to have agreements?—I think it is.

58,441. Have you any farm servants?—Yes.

58,442. Where do you lodge them?—Some in the house, and some out.

Sir John Llewelyn.

58,443. You said you thought the rents in Wales were too high. Have you any experience of other parts of Wales?—Yes; I have an experience of two or three parts.

58,444. Would you tell us where?—Cerrig-y-Druidion.

58,445. Denbigh county?—Denbigh county.

58,446. Can you speak for other parts of Wales—any other counties?—Well, I know Merionethshire very well.

58,447. Do you know anything of South Wales?—No.

58,448. Your own rent is one that you do not complain of as being too high?—No, I have no complaint myself.

58,449. Would you tell us upon how many years' average you think rent ought to be estimated in fixing the rent?—I think 10 years would be quite sufficient.

58,450. A 10 years' average?—Yes.

58,451. And you think that if the rent was fixed it should remain a fixture for 10 years?—Yes.

Chairman.

58,452. There are some questions put in somewhat of a personal character, and I should not put them to you without your consent. I understand Mr. Llewellyn Jones does not press them. Will you kindly read them through personally, and let us know whether you wish them put or not? They will not be pressed if they are at all objectionable to you? [*The questions were handed to the witness.*—I have no objection.

58,453. You have no objection to answering these questions?—No.

58,454. Before I put them, Mr. Griffiths wants to ask you a question.

Mr. Griffiths.

58,455. If you had your rent reduced, would you be willing, if the times got better, such as the times were in the seventies, for the rent to be advanced again?—Yes.

58,456. Which time were you able to pay the rent best, in those days or now?—Those days.

Chairman.

58,457. These are the questions by Mr. Llewellyn Jones: "While you were tenant at Maestyddyn, did you ever receive a letter urging you to leave the Nonconformists and go to church, as this would be of advantage to you in case you desired another farm on any estate?"—Yes.

58,458. "Who sent you this letter?"—The rector of the parish.

58,459. "Do you object to stating the contents of this letter?"—I have not got the letter with me, but the contents were these: "If you had only recommendation from me you might

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Mr. D. JONES.

[Continued.]

Chairman—continued.

" have had the best farm in the Vale of Clwyd
" or any other part of England or Wales."

58,460. What was the name of the rector who wrote you this letter?—The Rev. Mr. Griffiths. I do not remember his first name.

58,461. Can you produce this letter? Have you got the letter?—I have not got it at present.

58,462. Have you got it at home?—No.

58,463. Can you get the letter? Is the letter now in existence?—I expect it is, and you shall have it again.

58,464. Can you send the letter to the Commissioners. Can you find the letter?—Well, I am not quite sure, because I have given it to a friend. I got about a dozen of them from the same source.

68,465. If you can get that letter it will be as well to send it in to the Commissioners. We do not doubt your statement for a moment, but it is always better to have the evidence perfectly straightforward and as convincing as possible?—Yes.

Mr. Llewellyn Jones.—I think the letter will be produced, my Lord, by the next witness.

Chairman.

62,114
2,120
167—
176.

58,466. There are some further questions by Mr. Llewellyn Jones. "Was the holding you referred to in your evidence on Lord Bagot's estate?"—Yes

58,467. "What rent did you pay for your holding?"—220*l*.

58,468. For how many acres?—Oh, it was about 400 acres, but very poor land, cold and late.

58,469. "Did you ask for a reduction in your rent?"—Yes, I asked for a permanent rent—to

Chairman—continued.

have it the same exactly as I was paying by having an abatement. I wanted it settled.

58,470. "What was the reduction you asked for?" I understood that would be a permanent reduction to the extent of the abatement. You wanted the abatement? Is that so?—Yes.

58,471. "Was it allowed to you?"—No.

58,472. "Did you then give notice to quit?"—Yes.

51,473. "Do you know for how much the farm was then let?"—Well, the agent told me himself that it was let exactly the same, but the tenant said less.

58,474. The agent said it was let for the same amount?—For the same amount.

58,475. And the tenant said it was let for less?—Yes.

58,476. "How long had you been tenant of this farm?"—About 15 years.

58,477. Then there are some questions by Mr. J. E. Vincent. "Do you not think if landlord and tenant cannot agree as to the rent, that they had better part?"—No, I believe it is better to have an arbitration.

58,478. "It is bad, is it not, if they are not friendly." That is to say if the landlord and tenant are not friendly it is bad?—Well, I think it is better to part, if they are not friendly. That is my opinion.

58,479. "Did you ever know two men to be good friends after they had gone to law with one another?"—I do not remember.

58,480. Now come some questions by Mr. Vincent upon the letter which the reverend gentleman wrote to you. "How long ago was this letter written?"—Well, about six years.

58,481. "What was the parish?"—Clocaenog.

58,482. "Did you think the letter worth any serious attention?"—Oh certainly. It is written by the rector of the parish.

The witness withdrew.

The Rev. JOSEPH DAVIES called and examined.

Chairman.

58,483. You are a Congregational minister, and you live at Daylight Villas, Buckley?—Yes.

Chairman.

Before this witness gives his evidence, I should like to know if there is any representative of Mr. Cooke present.

Major Birch.—I represent Mr. Cooke, my Lord.

Chairman.

Mr. Vincent, do you wish this letter to be shown to the reverend gentleman.

Mr. J. E. Vincent.—Your lordship is at liberty to do anything you like with the letter. I think it is only fair that he should have it.

Chairman.

Very well. [The letter was handed to the witness.]

Witness.

I may just say, my lord, that I am not going to give evidence at all with regard to the encroachment that is now proceeding, or has been proceeding of late. I am not going to refer to that at all.

Chairman.

58,484. Your evidence does not relate to the matter referred to in that letter of Mr. Vincent's?—No, not to the encroachment that has been proceeding on Buckley Common within the last 12 months.

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[Continued.]

Chairman—continued.

The letter, Mr. Vincent, refers entirely to that, I understand.

Mr. J. E. Vincent.—So I understand I was simply instructed to give every information I could to the Commission.

Chairman.

58,485. What do you wish to state to the Commission?—I am here to give evidence, my Lord, with regard to some common land at Buckley, in the county of Flint, and I am going to refer to four cases, and these I give as samples of what is going on between Philip Bryan Davis Cooke, Esq., of Gwysaney Hall, lord of the manor of Ewloe Wood township, and some of the poor hardworking men of Buckley.

Sir John Llewelyn.

58,486. Where is Buckley exactly. Which side of this place; is it near Hawarden?—It lies between here and Hawarden.

Chairman.

58,487. Mr. Cooke is lord of the manor, I take it?—Lord of the manor of Ewloe Wood township. The first case is that of a Mr. Thomas Lewis, who built a cottage on a plot of common land, about the year 1865. I well remember the cottage being built. The said Thomas Lewis lived there from 1865 until he died, some six years ago. After his death his son John (the eldest of four children) applied to Mr. Cooke's agent for the house, so that he could sublet it, as others were doing and are doing on the common to this day. The agent would not consent to his subletting, and gave Lewis to understand that if he must have anything to do with the place he must come there to live, of course paying an advanced rent. At this time Lewis junior lived in the county of Durham, and was not in a position to remove his family from Durham to Flintshire, in fact he was so poor that he had to borrow money to pay his railway fare to come to his father's funeral, and therefore could not possibly pay for the removal of his family and furniture, but he was hoping that some day he would be in a position to do so, and and once again settle in the old house at home. He was expecting, and rightly so, to have some share and interest in the house that he, along with his father—along with his father, I repeat that—had so recently built, and built with very hard-earned money, even though he was not able to come to it just there and then. But no, the house was taken from the Lewis family, and very soon tenanted by Mr. Cooke's bailiff's daughter, who lives there to-day, although the squire never paid a cent towards either the

Chairman—continued.

enclosing of the plot of land, or the building of the house, nor did the Lewis family receive the least consideration for their outlay in any shape or form.

The second sample I want to refer to is that of Mr. Robert Minshull, who died some eight years ago. I knew the man very well. He has left behind him a married daughter, a Mrs. Henry Fox, who ought to be receiving some benefit from a cottage that her father built at his own expense, and sublet to her for several years, and which she sublet for three years after his death. But five years ago it was taken from her by the lord of the manor and let to his bailiff's son at an annual rental of 5*l.*, but the Minshull's family do not receive a fraction of the 5*l.*, they don't even get the chance to see it or to smell it.

The third case is a little different, but a little worse, if worse can be. In the year 1848 Mr. Robert Lamb fenced in a piece of wild, rough, and worthless common, a plot with scarcely a bit of soil on it, and built a cottage thereon, and made, in the course of a lengthened period, and with great labour and expense, a splendid garden, one of the best in the district. For several years he paid an annual chief rent of 6*s.*, the rent as fixed by the Court Leet, and sanctioned by a jury of that court. This rent was paid until about the year 1872, when the squire's agent, a Mr. Bowdage, requested Mr. Lamb to sign a document, Lamb refused, for he could see clearly that in doing so he would be giving up all his claim and interest in his cottage and garden. And because he refused to sign that document, and mark you, not because he refused or failed to pay his rent, he was ejected, turned out of house and harbour, he, his wife, and 10 children, and every bit of furniture thrown on the common, tumbled neck and crop out of the very cottage he himself had built. Gentlemen, I was an eye-witness of the dastardly proceeding, and shall not soon forget it. And then, when they had the poor fellow in this fix, they offered him his own house at a rental of 3*l.* a year, a real Monte Carlo advance, an advance of 1,000 per cent., a kind of a lively roguish upward jump. And the man and his family, 12 souls all told, with nothing better than a hedge for shelter, and a wild, dreary, damp common, for a sleeping place, and never a shilling to spend for law, had nothing that he possibly could do, but to accept the Squire's terms, and to this day that is the rent the man is paying, for Mr. Lamb I am glad to say is still living. He has lived through it all, how is a mystery to many, and I hope that he will live long enough to know and to feel that a slice of common law has been created by the British Parliament, assisted by this Commission, that will give him, and many others like him in North Wales, a little bit of fair play. I am pleased to inform you that Mr. Lamb is in this court at the present time. I presume that here and now will be the right time for stating that the cottagers on Birkley Common (scores of them) were compelled under a threat of eject-

See evidence of next witness and 65,130-65,228.

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[Continued.]

Chairman—continued.

ment to sign a similar document to the one already referred to, or be thrown out bag and baggage after the Robert Lamb fashion.

The fourth sample is the case of an exorbitant rent that is being charged for a plot of common land occupied by Mr. John Taylor, grocer, Alltany, Buckley Common, I will tell you what rent is charged for one piece of common land. Of course there is a building on it that was erected in the year 1869, but the squire never paid a farthing towards the building or the enclosure, and yet he demands and receives for that plot of common land rent after the rate of 19*l.* 10*s.* per acre per annum, and gives the occupier the high privilege of paying all the rates and taxes in the bargain, while estate land close by is let for less than 19*s.* per acre. These are only four sample cases which I, along with others, know to be most unfair and very hard for anyone to take advantage of, and for the lord of the manor to fix such high rents at the labourer's expense and trouble, and also to take and claim (as his own) without any consideration, the cottages, gardens, and crofts from the families and friends of those who enclosed the land and erected the buildings. We are hoping and believing that this Commission appointed by Government will aid the said Government to settle the question once and for all, in a fair and equitable manner. That is all we ask for, my Lord.

58,488. That is the whole of your statement?—That is the statement.

Sir John Llewelyn.

58,489. I understand that you are questioning the ownership of this common?—Not exactly that.

58,490. What is it exactly then? You think there has been a case of hardship with these people?—That is it.

58,491. That their tenancy, whatever their tenancy was, had expired. I do not know whether it is a leasehold even, or perhaps they were squatters, or had their leases of the place which had expired?—No leases. They enclosed portions of the common, and the rent at first was fixed by a Court Leet, a lawful court, that meets once a year.

58,492. Then in the first instance they were squatters. Did they go there with any right in the first instance?—Only by permission.

58,493. For how long a period did they hold these houses?—No period was allotted.

58,494. But as a matter of fact how long was it. Was it 100 years or was it five years?—In the cases I have referred to—let us take the third case, Mr. Robert Lamb's case?

58,495. Yes, by all means?—That was in 1848. That is 46 years ago.

58,496. When did the court last sit that fixed the rent?—In the same year.

Sir John Llewelyn—continued.

58,497. And they gave it from year to year, I suppose?—From year to year.

58,498. And with no time named?—No time named.

58,499. Then he was a tenant from year to year, each year consecutively. He might have been turned out at a previous period, I suppose, at the end of any one year?—Very likely.

58,500. I only want to get what is in your mind about it. You say it was fixed by Court Leet, that he was to have it for a year, and then for another year. Is that so?—That is how they paid their rent. They paid the rent annually at the court leet, but with an understanding that they had a claim and an interest in the holding.

58,501. That understanding was an unwritten one, I suppose?—Clearly so.

58,502. Do you think it desirable that people should go and take possession of a part of a common as they choose?—Not now.

58,503. You think it cannot be done now?—No, it cannot be done now.

58,504. Do you dispute the legal right of Mr. Cooke to act as he did?—I do not dispute that.

58,505. But you think that the law is bad?—Yes, they are very hard cases, very severe. There is no dispute about the legal right.

58,506. What you want to show is that you think the law is very harsh in those cases?—Yes, that is my point.

Professor Rhys.

58,507. Your complaint is as to the law?—That is it.

58,508. The present state of the law?—The present state of the law.

Mr. Grove.

58,509. And the reason that you come here to-day is to try and influence the Commission to consider what you say, with the view of making some recommendation as to the alteration of that law. Is that it?—Exactly that, just that.

Mr. Griffiths.

58,510. Are there any Court Leets held at present?—Yes.

58,511. Was this case ever brought before the Court Leet?—I am not aware that it ever was.

Chairman.

58,512. There are some questions put in by Mr. Vincent. "Did you buy a farm at Bistree some time ago?"—Yes.

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[Continued.]

Chairman—continued.

58,513. "Was the farm occupied by a widow when you bought it?"—Yes.

58,514. "Did you increase the rent?"—No.

58,515. "Did the widow leave?"—Yes.

58,516. "Are you aware that Mr. Cooke claims as owner, and not as lord of the manor?"—I am not aware of that.

58,517. "Did you hear of the case of Cooke against Sharratt and Beavan, tried here in 1875?"—Not any particulars of it.

58,518. "Was that an action of ejectment in respect of a plot on this common?" Can you answer that question?—I could not answer that.

58,519. "Was judgment given for the plaintiff?"—No, I could not answer that.

58,520. There are some more questions by Mr. Vincent. "What rent does John Taylor pay you?"—After he has paid the ground rent, the chief rent so-called, I receive 10 guineas.

58,521. What is Mr. Taylor?—He is my brother-in-law.

58,522. He pays you 10 guineas a year?—Yes.

58,523. "What rent do you pay for the land which Taylor holds from you?"—Mr. Taylor pays it.

58,524. I understand from this question that Mr. Vincent imagines that you sublet some land to Mr. Taylor. Is that the fact?—Mr. Taylor pays ground rent, 2*l.* 10*s.* That is what I

The witness withdrew.

Chairman—continued.

referred to as the fourth case. This is a ground rental after the rate of 19*l.* 10*s.* per acre. I had a business there, and Mr. Taylor, my brother-in-law, got the business after me.

58,525. I do not understand this. Mr. John Taylor, you have told us is charged for a piece of common and building which the squire did not put up, at a rent at the rate of 19*l.* odd per acre. This is so is it not?—Yes.

58,526. And the land next door is let at 19*s.* an acre. That is what you told us?—That is it.

58,527. How does Mr. John Taylor pay you any rent?—I put the buildings up, my Lord.

58,528. You put the buildings up which the squire claimed?—That is it.

58,529. And Mr. Taylor pays you?—Yes.

58,530. How much do you say he pays you?—Ten guineas, after the 2*l.* 10*s.* is paid for the ground rent.

58,531. Then practically he pays you 10 guineas?—For the shop.

58,532. He pays you 10 guineas for the shop, and he pays Mr. Cooke 2*l.* 10*s.* for the ground?—Yes.

58,533. This is a question by Mr. Llewellyn Jones. "What you object to is the lord of the manor standing by, allowing others to cultivate the common and to build houses thereupon, and then, when the common was cultivated and houses built, demanding practically a rack rent for the property?"—Yes, that is it.

Re-examined
65,205.

Major BIRCH called and examined.

Chairman.

58,534. Where do you live?—I live at Maes Elwy, near St. Asaph.

58,535. You are empowered by Mr. Cooke to speak with regard to this case?—I am Mr. Cooke's head agent.

58,536. May I ask, Major Birch, whether Mr. Cooke is a large landowner?—Yes, my Lord, he is a large landowner.

58,537. What is the size of his property about. We do not know it exactly?—I will tell it you directly. I want to be exact. I shall give other evidence before you, before the Commission is over. His estate is nearly 4,000 acres, 3,700 acres odd.

58,538. We will keep to this rebutting evidence, if you please. You will give us your other evidence at Denbigh I believe?—Yes, at Denbigh.

58,539. We will keep now to this case of the common. What do you wish to say upon that? In the first place we do not claim any of this land as lord of the manor, we claim as the

Chairman—continued.

owner. I put it in a case that was decided in 1875, it was a test case in which the ownership of the land was proved to belong to Mr. Cooke. I also say that we received rents for this land (we have the rentals since the year 1760) and that those rents have always been varied. I will tell you the general custom of the estate to begin with. No doubt many of these houses were built by the occupants; they had their houses at a nominal rent for many years, so that no hardship could be done to them, and so that they could reap the benefit of what they had done. After that they were put up at certain rents, but very much below their real value, or their rateable value. One rule that Mr. Cooke has on his estate is that they shall not sublet. I will take the first case of John Lewis.

58,540. Do you mean Thomas Lewis?—I think John Lewis was the old tenant.

58,541. No, John was the son?—Yes, I be your pardon, John was the son.

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[Continued.]

Chairman—continued.

58,542. John lived in Durham and was very poor?—John lived in Durham, I did not know he was very poor. I never heard that. At all events he wanted the place. I said you shall have the place, most decidedly. We make a rule that these holdings always descend from father to son, and if we cannot get a son we get as near a relation as possible, but always with a slightly increased rent. I also said: "There is one condition: you are a collier, you can get work here, and if you have the house you must reside in it; because we do not allow you to sublet." He refused these conditions. He never asked for any offer of compensation, but went away. That was the case, and that is all I have to say upon it.

58,543. Does the bailiff's daughter live there now?—The bailiff's daughter does, I believe, but the bailiff's daughter living there had nothing to do with the case.

58,544. It is only to test the evidence that I put it to you, because that is the same word for word as what the reverend gentleman said, I think?—Yes. As to the Fox case; Fox had two houses—Minshull or Fox—you can take it as Minshull. I said to him give up one, and you can have the other. That is my explanation of that case.

58,545. In that case were there two cottages?—There were two cottages, and he sublet one.

58,546. He built two cottages?—Yes.

58,547. He did not build one cottage, but two cottages?—Yes.

58,548. And sublet one to his daughter?—Yes.

58,549. She sublet it again, is that so?—Yes, that is so.

58,550. Then it was taken from her, and the bailiff's daughter lives there now. Is that so?—Yes. I believe it is so.

58,551. Then Mr. Lamb's case?—Mr. Lamb's case is long before my time, but my explanation is that it would follow this case which took place in 1875 at the Mold Assizes when no doubt—I am only speaking on supposition—the agent asked them to sign an agreement. This case I will put in.

[The witness handed in the following document]:—

"EJECTMENT ON BUCKLEY MOUNTAIN.

"Tried at MOLD ASSIZES, March 25th, 1875.

"Cooke v. Sharratt and Beavan.

"Mr. Morgan Lloyd, Q.C., M.P., Mr. Swetenham, and Mr. Coxan for plaintiff; and Mr. Wynne Ffoulkes and Mr. Ignatius Williams for the defendants. It appears from the opening

Chairman—continued.

statement of Mr. Lloyd, that the plaintiff, P. B. Davies Cooke, Esq., is lord of the manor of Ewloe, where the land in question is situated. Many years ago there was a good deal of waste land in the township, which, time after time was enclosed by several individuals who built upon portions of it, and paid small sums in acknowledgement of the ownership to Mr. Cooke, his representatives and predecessors. In this case the portion of land in question, which in the books was known as the pottery near the marl pit, was enclosed by a man named Wilcox, who died in or about the year 1840, and was succeeded by his brother-in-law, John Griffiths, who married his sister. John Griffiths, as well as Wilcox, paid ground rents of five shillings a year, and Mr. Lloyd produced a receipt for that amount paid in 1838. John Griffiths died in 1865, and the rents were paid by his representatives until about two years ago, when the defendant Beavan brought an action for the possession of the two fields known as the Cross Fields from those representatives. He won the action, and in the holding of those representatives was the pottery in question with the defendant Sharratt as sub-tenant. The defendants held that the pottery was part and parcel of the freehold, while he (Mr. Lloyd) would show it had nothing whatever to with it, and belonged to the plaintiff in this action as lord of the manor. The plaintiff had allowed the nominal rents for many years until the tenants had been fairly recompensed for any expenditure they might have incurred. Of late years these rents had been raised all over the estate; and made compatible with the value of the property. All the tenants had submitted to this renewal, either by arrangement, or by means of legal proceedings, except the defendant, who disputed the plaintiff's right to the property; and the action was brought to try the question. He called Mr. T. W. Bowdage, local agent of the plaintiff, who was examined by Mr. Swetenham. He produced a map of the township of Ewloe, and a book purporting to be the 'chief and 'encroachment rent book,' dated 1832, in which the plot in question was included under the head of 'encroachments,' and the rent accounted for. The book was in the handwriting of a person named William Williams, since deceased; the witness also produced similar books, dated 1833-34-35-36-37-38-40-41, and subsequent years. Mr. Bowdage said that five shillings per annum would be very near the present value of the land were the pottery not upon it, and from 1860 to 1865 he received the rent from the late Mr. John Griffiths, and he produced a receipt given by him to John Griffiths on the 29th October 1861. He also produced receipts for the years 1862, 1863, 1864, and 1865. The witness also produced a notice to quit served on Sharratt on the premises on the 11th March 1873. A copy of the same notice was served on Beavan on the 18th March 1873.

"For the defence it was contended that the plaintiffs had not identified the piece of property

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[Continued.]

Chairman—continued.

in question, and the same rent having been paid since 1809, proved that it was in the nature of a quit rent, and not one for encroachment.

"In his summing up the learned judge said there would have been much force in the defence had the rent not been receipted for, and acknowledged as an encroachment rent. He put it to the jury to decide, and they returned a verdict for the plaintiff, which was entered accordingly, without costs of special jury."

Then as to John Taylor—

58,552. Before we go to Taylor, Lamb's rent was 6s. a year. Is that right?—I think not.

58,553. Then in 1877 he was asked to sign a paper. Is that true?—That would be so, I should say.

58,554. He refused to sign it?—Of course I am speaking now not of my own knowledge.

58,555. But it is pretty well known, I should think?—I should think he did.

58,556. He refused to sign the paper?—I do not know anything about the case.

58,557. Anyhow he was ejected?—He is living in the same house now.

58,558. Never mind that. He was ejected with his wife and 10 children?—I cannot say anything about that.

58,559. You do not know about that?—No, I never heard of it before.

58,560. Does he pay 3*l.* a year now?—He does.

58,561. So that there is no difference between you there, except that you do not know whether he was turned out with his wife and 10 children; that is the only thing?—I do not think it is likely.

58,562. You do not say it did not take place?—Oh, no, I cannot.

58,563. But he paid 6s., and then his rent went up to 3*l.*, is that it?—I do not know about his paying the 6s., it was before my time, I cannot say. I can produce the rentals if you like.

58,564. Perhaps when you come to your evidence in chief you might go into it?—Yes. I can bring them.

58,565. Perhaps it would be as well. Then with regard to John Taylor?—John Taylor succeeded his brother, and he never objected to the rent in any way whatever. He does not pay 19*l.* 10s. He only pays 14*l.*

58,566. They never said he paid 19*l.* 10s., but he paid at the rate of 19*l.* odd plus the rates?—But that meant the full rent. Did not that mean the rent?

58,567. No, what I understood the witness to say was that he was charged for a piece of common and a building which the squire did not put up, but which was put up by the reverend gentleman, the last witness?—Yes.

58,568. The rent is charged now at the rate of 19*l.* odd, plus the rates?—No. We only get 14*l.*

Chairman—continued.

58,569. How big is the holding?—It was the same holding.

58,570. But how big is the holding, is it an acre of land?—I will tell you. It is 3 acres and 29 perches.

58,571. Mr. Taylor's holding?—Yes, Mr. Taylor's holding. He pays 14*l.* for it, and the rateable value is 34*l.* 10s., not the gross, but the rateable value.

58,572. I suppose that is what the witness meant—that the rateable value is now 3*l.* odd an acre?—I do not know what he meant.

58,573. That is a mistake, he is wrong about that?—He pays us 14*l.* per annum, but of course he pays Mr. James Davies in addition to that. That I do not know anything about.

58,574. He says he paid him 10 guineas, I think?—But he is rated at 34*l.* 10s., so I maintain that his rent is not very exorbitant.

58,575. Mr. John Taylor is rated at 34*l.* 10s.?—Yes.

58,576. And pays how much?—He pays 14*l.* per annum.

58,577. I have only one further question to ask you from the chair. Do you consider it is a good plan to allow people to build on your property?—Not without some arrangement.

58,578. And to allow them to go on for a good many years. Do you not think it is a system that is likely to create friction?—I do.

58,579. You think it is a bad system?—I do.

58,580. It is not a system which is carried on now, is it?—No, certainly not.

58,581. This is a thing of the past?—It is a thing of the past.

58,582. It is not permitted by the rules of the estate now?—Oh, no. If anybody wished to build now there would be a distinct arrangement and understanding made.

58,583. So that it could not happen now?—It could not happen now. We have no applications for buildings.

Mr. Griffiths.

58,584. Can you tell us whether Mr. Cooke allowed all these houses to be built as lord of the manor or as owner?—They were built, most of them, before Mr. Davies Cooke's time.

58,585. But was it the lord of the manor who allowed it then, or how was it done?—I have no knowledge of that at all. We do not claim as lord of the manor. We claim simply as the landlord.

58,586. I quite understand that, but I wanted to know when the houses were built were they allowed to be built by the lord of the manor or by the owner?—I cannot tell you. But what we claim is as landlord and we claim the right of doing anything we like with the rents. We have never done anything unjust yet and we shall not do anything unjust in the future, and if the rateable value of the whole of this

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Mr. Griffiths—continued.

property is examined you will find that they are about 1-8th or 1-9th below the rateable value of the rent they pay and in some cases even the rents do not pay the rates.

58,587. But is it not the question who brought them to that rateable value?—Well, it was brought by the hand of the law in the case I have handed in.

Mr. Grove.

58,588. The last witness said that in 1865 Thomas Lewis, the father of John Lewis, built the cottage and cultivated the garden?—Of course if you saw the cultivation of Buckley Mountain you would see it is not of a very high class.

58,589. That may be, but still, such as it is can you give any reason why that act of trespass should be allowed at that time?—I can give no reason.

58,590. Was it because there was an uncertainty as to the ownership at that time which had to be decided by law?—I cannot possibly say. It is impossible for me to say. I became head agent for the estate in 1882 and I know of nothing that took place previously. I am perfectly willing to be responsible for everything that has taken place since.

58,591. When you spoke about John Lewis, the collier, and your conversation with him, your words were that he asked for no compensation?—Yes.

58,592. Would you have given him compensation?—If he could have proved a right I should have certainly given it to him, and Mr. Cooke would have insisted on my giving it to him whether I wished it or not.

Sir John Llewelyn.

58,593. I suppose there is no such thing as a Court Leet in existence at present?—There is a Court Leet.

58,594. Is there a Court Leet still?—Yes.

58,595. What is the Court Leet sitting for?—They sit to have a very good dinner.

58,596. But does not the Court Leet presuppose a manor of some kind?—It presupposes a manor. The steward of the manor was here this morning. I do not know whether he is here now. I cannot tell you about it, because it is not my department. I know they assemble and a jury is sworn, but no presentment is ever made to them, they immediately adjourn to a dinner and that finishes the day, and the dinner and the steward are paid by Mr. Cooke.

58,597. We do not know anything about Court Leets existing with regard to private property; they are connected with manors?—Yes, I am aware of it.

58,598. Does not that give a very good ground to these people to think that there are some manorial rights there?—It may, but the case was tried at the assizes here, and it was decided very distinctly that we were in actual possession and could do what we liked with it.

Sir John Llewelyn—continued.

58,599. Have you the judgment of the court?—I have. It is there.

58,600. It has been handed in?—It has been handed in. That is a copy of the case.

58,601. The question has been decided by a court of law?—It has been decided by a court of law.

58,602. In respect of these particular properties?—Yes. In respect of these particular properties.

Mr. Grove.

58,603. I understand Mr. Cooke still pays for a dinner for this Court Leet every year?—He does.

58,604. It is very generous of him?—Of course, if you think it ought to be discontinued we must discontinue it.

58,605. You see I am not on the jury?—It is a very good dinner.

Chairman.

58,606. There are two or three questions which I have to ask you, handed in by Mr. Llewellyn Jones—"Whether Mr. Cooke claims "as lord of the manor, or as owner of the freehold, do you think it just that he should "practically confiscate the squatter's improvements and buildings?"—We do not do it.

58,607. No, but do you think it just that these improvements should be confiscated?—The improvements were made and they were at a nominal rent for many years, and then the rents were raised.

58,608. Then you approve of the plan?—I see no injustice in it.

58,609. You see no injustice in the confiscation of the squatter's buildings and improvements?—Well, it is a very hard term to call it "confiscation," I think.

58,610. The resumption—call it what you please?—I know Mr. Cooke so well that I am perfectly certain that if there was a legal claim he does not want to rob them of one penny.

58,611. This is the question, and I must keep you to the question; it is not my question; it is: "Do you think it just that he should practically "confiscate the squatter's improvements and "buildings?"—I do not think I can answer that question.

58,612. You would rather not answer that question. Then the second question of Mr. Llewellyn Jones is—"In the case of persons "occupying this land, has notice been always "given of Mr. Cooke's claim to the freehold?"—They signed the ordinary agreement, every one—the ordinary cottage agreement.

58,613. Then notice has always been given of Mr. Cooke's claim to the freehold?—No doubt about it. Of course I speak entirely of my own time.

58,614. "Has a chief rent for any of these "cottages ever been fixed by a Court Leet?"—Not to my knowledge.

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[Continued.]

Chairman—continued.

58,615. "Is the report you handed in an accurate report?"—I believe so.

58,616. "How is this land described in the report of the case which was tried at Mold assizes?"—This was a test case.

58,617. Yes, a test case?—And it was the case of a pottery.

58,618. How is it described?—I do not know.

58,619. It would appear from the opening statement of Mr. Morgan Lloyd "that the plaintiff, P. B. Davies Cooke, Esq., is lord of the manor Ewloe, where the land in question is situated. Many years ago there was a great deal of waste land in the township which time after time was enclosed by several individuals." There he is described as lord of the manor and the land is described as waste land?—Yes.

58,620. There is not a word about freehold land there or about freeholder, is there?—No.

58,621. In this report that you have handed in which you say is an accurate report the land

Chairman—continued.

is described as waste land and P. B. Davies Cooke, Esq., is described as lord of the manor and not as freeholder?—Yes. He owns the minerals.

Mr. Griffiths.

58,622. Do you know whether this land was ever enfranchised?—I do not know.

58,623. If it had been it would be freehold of course?—Yes.

Chairman.

58,624. The following question is handed in by Mr. Owen Wynne—"Do you consider it right for anyone to enclose land and build on it if he has no title to it, whether it is manorial or otherwise?"—Certainly not.

58,625. Then I will put the following question from the chair: Though this is not considered right it was winked at or tacitly acknowledged in the old days?—It may have been. The buildings are there.

The witness withdrew.

Mr. JOHN DUNN, called and examined.

Chairman.

58,626. You live at Oaks Farm, Buckley?—I do.

58,627. Are you a tenant farmer?—Yes.

58,628. Under whom?—Under Mr. Cooke.

58,629. You farm 136 acres of land?—I do.

58,630. Can you tell us what the rent is, or do you object to tell us what the rent is?—It is just 1*l.* an acre as near as possible.

58,631. About 130*l.* a year?—Yes.

58,632. What do you desire to tell the Commission?—I am ready to answer any question that you have to put.

58,633. I think there is a great deal with which you agree in what we have already heard to-day?—Yes.

58,634. With regard to agreements being most common and with regard to the date of entry I should like to ask you do you not think tenants are as safe under agreements as under leases?—I prefer an agreement at the present time.

58,635. You prefer an annual tenancy?—I prefer an annual tenancy under present circumstances.

58,636. Upon that I should like to ask you do you consider farming prosperous at the present time?—I do not.

58,637. Tenant farmers have some difficulty in making a living?—They have.

58,638. Do you consider the rents too high generally or not?—No, I do not consider them extra high. I cannot say that they are. The landlords have met us very well; our landlord has, and I think they have in the neighbourhood.

Chairman—continued.

58,639. And you can live at the present rents?—We can manage to live; we have to tear on pretty hard too.

58,640. But you can just manage to scrape on?—Yes.

58,641. You can get a copy of your agreement, I suppose?—I have one.

58,642. Is there anything you object to in your agreement?—Not in the least or else I would not have signed it at the time I took the farm.

58,643. The usual rent of land in your district is from 1*l.* to 1*l.* 10*s.* per acre?—Thereabouts.

58,644. Have you had any permanent reduction?—Yes, I had a permanent reduction in 1888.

58,645. Was that 10 per cent.?—Yes, it was just 10 per cent., and I have had 10 per cent. abatement since.

58,646. That has gone on ever since?—Yes, ever since.

58,647. Then there were abatements in 1893 and 1894?—Yes.

58,648. That is to say 14*l.* for each year?—Yes.

58,649. We have heard a great deal about the local rates and we have been told that they have decreased. What is your opinion?—They have been increased.

58,650. How much do you think they have been increased?—Well, with me nearly double.

58,651. Does the landlord pay this increased rate?—No; I pay that.

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[Continued.]

Chairman—continued.

58,652. Do you ever sublet any part of your holding?—None whatever.

58,653. Do you pay the rent when it is due, or do you get some time?—We generally have three or four months' grace.

58,654. As regards labourers, can you get good labourers in your district?—We are rather deficient in good labourers. Common labourers are pretty plentiful, but good farm labourers are rather scarce.

58,655. You mean the old-fashioned stamp?—Yes, the old-fashioned stamp; good thatchers, hedgers, and ditchers, and so forth.

58,656. I suppose there is not so much arable land in the district as there was?—Not so much.

58,657. More grass?—More grass and green crops.

58,658. Do you do much dairying?—I keep about a dozen cows.

58,659. What do you principally keep?—Sheep.

58,660. Do you do much improvements yourself on the farm as regards buildings?—No, I do not do any of them.

58,661. The landlord does them?—The landlord.

58,662. How long have you been on your holding?—I have been under the squire about 30 years, or rather over; but I have not had a farm above 26 or 27 years.

58,663. Do you consider you have improved the farm during those 26 years? Is it worth more money now than it was when you took it?—No; I cannot say that it is. I do not think it has gone any worse.

58,664. You have expended a lot of care on it?—I have.

58,665. And a good deal of money on it?—Yes, a good deal of money. No doubt I have improved it in some ways.

58,666. Do you know any freeholders in your district?—Yes; I know a few.

58,667. Men that own their own farms and farm them themselves?—Yes.

58,668. What would you say with regard to them? Are they better off than a tenant farmer, or are they worse off?—I know some that say they are freeholders, but whether they are or not I cannot say. There might be a mortgage on them.

58,669. They do not pay any rent; they may have raised money on it, but they have not paid any rent?—Yes.

58,670. You consider those men are better off than you are?—I do not see that they are getting on much better than ourselves.

58,671. They are hampered by the money they have borrowed upon the farm?—I expect that is it.

58,672. In our yown instance, so far as you are personally concerned, do you think there is any necessity for a Land Court, or for any arbitration?—I do not agree with it myself. I will tell you the reason why I think this. If we cannot agree with our agent or landlord I do not think it is any use for another party to

Chairman—continued.

come in. There have been four agents there since I have been tenant, and I have never had a disagreeable word with any one of them. Anything I have asked them in reason they have done for me—every one. I have asked in reason. I do not think I have asked anything out of reason.

58,673. You think that on a good estate with a fair and practical agent?—Yes, a practical agent.

58,674. There is no need for any third person to interfere?—I think not myself.

58,675. Would you go so far as to say that where things are not very comfortable there is no need to interfere?—Well, if things are not very comfortable of course perhaps it would be better, but in our case, where we have got a practical agent, and so on, I think we are doing better as we are.

58,676. But you do not go so far as to say that a land court would not be useful in some cases?—I do not think it would.

58,677. You think it would not be useful?—I do not think it would be useful, speaking candidly.

58,678. What do you consider to be the cause of the present depression?—I think foreign competition; I put it down to that as much as to anything. When I took the farm first they were selling wheat about 8s. or 9s. per measure; now it is 3s. 6d., so that we have no chance of wheat growing here.

58,679. Have you ever thought of any plan by which the agricultural depression could be got over in any way, or of any plan that might bring any improvement to tenant farmers?—I cannot see it. We have been looking forward for better times a long time now.

Mr. Griffiths.

58,680. How would you propose to settle matters between landlords and their tenants when they cannot agree. We had a case here just now where the tenant was obliged to leave his farm because the landlord would not reduce his rent?—Yes.

58,681. How would you propose to settle that question. I do not refer to your case; you seem to be in pretty favourable circumstances under your landlord; but there are cases that will turn up, and how do you propose to have them settled?—Well, by arbitration, I should say.

58,682. In which way?—Providing the landlord would agree to arbitration and the tenant the same, get two competent and practical men in and settle it in that way.

Mr. Grove.

58,683. You say the local rates are nearly double?—Yes.

58,684. Can you give just in a word or two the reason why?—Well, the population has increased in our neighbourhood a good deal, and there are a good deal more poor on the parish, that is one reason; and then of course we have

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got a highway now, which has added to them, they make a largish amount.

58,685. Are there any pits or works that have stopped lately in your district?—Yes, there are some.

58,686. That would make a difference?—Yes, that would make a difference again.

58,687. And less rateable value?—And less rateable value.

58,688. Your reductions in rent have been permanent?—My reductions in rent have been permanent.

58,689. Therefore your assessment on these rates have been lower?—The assessment follows the abatement.

58,690. So that you have the full benefit of it?—Yes.

The witness withdrew.

Mr. RICHARD VENABLES KYRKE called and examined.

Chairman.

58,693. Are you the owner of land in this neighbourhood?—I do not own much now, but I have been, and part of it I have sold to my son; I have been until recently, and I have some still.

58,694. Where do you live?—Penywn, Mold.

58,695. You know the neighbourhood very intimately?—Perfectly well, I have also been agent for about 1,000 acres in the neighbourhood, and I know almost every field in the district, that is, if you will allow me I will define the district—about six or seven miles north of Wrexham, partly in Denbighshire and partly in Flintshire, lying to the west of the Mold and Wrexham road.

58,696. Was it some years back that you were agent?—I am still agent to some extent.

58,697. Quite so. You have known the district for 50 years and are well acquainted with it?—Yes.

58,698. You know it really thoroughly?—Yes.

58,699. Is there anything that you wish particularly to bring before the Commission. We have had a great deal of general information from previous witnesses?—I am aware of that.

58,700. You have heard the kind of evidence that has been given to day, and I do not propose to ask you to go through that again?—No.

58,701. Anything you can tell us that will be of interest we shall be glad to hear?—I will deal with the different matters as shortly as possible. With regard to enclosures: no enclosures have been made in this neighbourhood (that is in the district I have mentioned and not exactly this Mold district) by Act of Parliament for many years, but the colliers and others 40 or

Mr. Grove—continued.

58,691. You think that these freeholders who have bought their own farms have no advantage; do you not think it is an advantage for a man to feel that it is his own, that he has got security of tenure?—I know one case for instance, in the neighbourhood, where the farmer bought a little farm, and I believe the interest which he has to pay on the capital is more than what his rent was before. I cannot see any advantage there.

58,692. No, there would not be an advantage if you look at the rent by itself, of course. There would be no advantage there. But still a landlord may die and the property may come into the market for sale, and the tenants may have notice to quit; how would it be then?—I suppose they would have to take their chance. I do not know how it would be.

Chairman—continued.

50 years ago, seized upon Crown wastes in defiance of the freeholders who had rights of pasturage. These squatters erected cottages and improved the land, and then the Crown claimed their holdings and sold them to the squatters at 7 years' purchase of the land, and 3½ years for holdings. The effect is that they are now freeholders of their houses and plots of ground from one-fourth of an acre to three acres. Then the next question is; "were recreation grounds or allotments for the use of the labouring poor apportioned?" The squatters seized the whole. Then there is no land adapted for profitable cultivation. The freeholders have rights of sheep runs, subject to no payment. These runs, go generally with the farms, but are sometimes let to independent tenants. Farms with sheep runs are of course worth more on account of them. There are no large estates in the districts which I speak of. There is no difference on account of language, politics, or religion. The term of entry and so on is what you have already heard. Leases are never asked for, tenants are better off without them, as abatements are made to yearly tenants in bad times. The next question is with regard to changes in tenancy. There are more changes in consequence of bad times. Some tenants take more land than they have proper capital for. Then in bad times, they run the land out and leave it. Then I am asked, "Have any cases of hardships arisen?" I am not aware of any to the tenants, but it is a hardship to the landlords to have the land left worn out and dirty. Tenants would always be compensated as a matter of course, in resuming the occupation of land for planting and so on. Agreements provide for compensation for damage done in timber cutting and compensation for brickfields or anything of that kind. Then I am asked "Are penalising

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clauses common, and are they often enforced?" They are never enforced that I know of at all. Tenants are given a copy of the agreements. Rents vary very much according to the quality of the land.

58,702. They vary very much. Could you tell us something about that. What is the highest rent?—I should say that in the district I am speaking of it is probably about 30s. an acre.

58,703. There is nothing of 3*l.*, 4*l.*, or 5*l.* an acre?—Not unless they are small holdings.

58,704. Or accommodation land?—Or accommodation land, I do not know of any.

58,705. But they are from 1*l.* to 30s. an acre you say?—Yes, I think so.

58,706. That is what we have been told before, we have been told generally that they are about 1*l.* to 30s. all round?—I would say less than 1*l.* for uplands, 15s. probably.

58,707. 15s. to 30s.?—15s. to 30s. I should say. The rent is usually fixed at a gross sum, generally by agreement. I think the rents of land are fairly uniform. The cost of buildings in the case of smaller tenantry is larger in proportion and there is not so much demand for large farms. There are no services except carriage of materials for repairs, which is done at convenient times by the tenants and is never complained of, the tenants getting the benefit of the repairs and alterations, and the landlords bearing the rest of the cost. I may remark upon that that I have never had a case of complaint at all; they are always too glad to do it, and moreover it costs them nothing to do it. They do it with their own teams and at their own time, whereas if the landlord had to do it he would have to hire a team at the rate usual in the country and probably would be overcharged as he would not have anyone on the spot to look after it the same as the tenants do, so that I think there is no hardship in that. Land is never let to the highest bidder. Many tenants want more land than they have capital to cultivate properly. I have never known arbitration to be resorted to. Rents are generally lower than they were 20 or 30 years ago. I can prove that if necessary.

58,708. I suppose rents have come down here like everywhere else?—Yes, they are very much down. With regard to permanent reductions there are both permanent reductions and temporary abatements of rent up to 20 per cent. Changes in rent I should say depend upon seasons and prices a good deal, at the time at which farms are let. I cannot say what the chief fluctuations in prices are. I have not followed the statistics sufficiently. Rents due the 2nd of February are collected at the end of April, in May, June, and July, on different estates. Then I am asked "What effect has the preferential claim for rent on the position of tenants generally?" Many tenants are able to tide over bad times owing to the landlord not pressing for his rent, feeling secure of it. Were the preferential claim to be abolished, and the landlord put on a level with an ordinary creditor he could not do this. The abolition of the law

Chairman—continued.

of distress would be very disastrous to many tenants. There is no doubt that it is a great benefit to the tenant. I have often been told by tenants that the postponement of the rent day for a month or two was as good as a reduction of rent, inasmuch as it gave them a better chance of disposing of their stock. Owing to his having security for the rent a landlord is enabled to give time to his tenantry, which time is indeed money to them. It is not fair that a landlord should be placed on a level with other creditors. He is compelled to give credit to his tenant, unless he exacts his rent beforehand, or insists upon security. He cannot ascertain the financial position of his tenants, whereas a tradesman can always satisfy himself as to whether rent is due, if he thinks proper, before giving credit. Moreover, the tradesman can only lose the value of his goods, whereas the landlord not only risks his rent, but has to pay a preferential charge (tithe) out of his own pocket. As the interest of the tenant is naturally that of his creditors, if the power of giving the tenant time to make the best of his stock and produce be taken away it would be rather an injury than a benefit to the creditors. With regard to the charge on land, they are as you have heard. With regard to the rates, the School Board and Sanitary rates have increased, the School Board very much indeed. I think money spent by Elective Boards is more freely spent than when spent by, we will say, the National Schools. They do not spend nearly the money that the School Boards do. With regard to the average size of farms in my district I should say they are small generally, and under 100 acres. I have not known holdings consolidated. There is no sub-letting. I consider large holdings are better farmed. The nature of cultivation pursued is mixed—arable and pasture. Farm labourers are very scarce. Boys in the colliery districts get higher wages and have shorter hours than farm labourers. I think that most of the land would produce much more if better farmed. Then "To what extent has waste land been reclaimed?" I say not at all. There is no waste land which is capable of profitable reclamation. There is some draining required. There is more pasture land owing to low prices of corn and scarcity of labour. As to root crops, there is a decrease of arable cultivation generally. There is no fallowing. The effect of the changes has been less gross returns, less employment for labourers, less custom to tradesmen, such as seedsmen, agricultural implement makers, blacksmiths, saddlers, etc. The improvements made by the landlords are building, draining, repairs, and gates, &c. The improvements made by the tenants are none, speaking generally. I have known some improvements made by Englishmen, but I am bound to say that the worst tenants I have met with were Englishmen. The Agricultural Holdings Act is frequently contracted out of in agreements, but in the case of a claim I do not think the clauses would be acted upon. Agreements conform to the custom of the country generally. The outgoing tenant gets half the wheat crop, and clover seeds are

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paid for. With regard to haulage and cultivation, there is no payment for tillage except by agreement, because there is no tillage done by the tenant before he leaves. The manure and produce remain at the expiration of the tenancy according to agreement, and if there is no agreement the manure and produce go off. I never heard of a tenant paying for bad cultivation or dilapidations, except in one instance. Then "Have many (or any) cases occurred in your district where an outgoing tenant has failed to obtain sufficient compensation for his 'improvements'?" None that I know of. I know of no instance where compensation has been given for the general improved condition of a holding. With regard to any right being recognised as belonging to tenants to dispose of their interest in their holdings, there is no such right recognised. Their interests are not due to any outlay of theirs. As to the Agricultural Holdings Act there is no case in this neighbourhood, tenants not usually making any outlay to entitle them to the benefit of the Act. I have frequently cautioned them to keep an account of any lime they may use, but very little is consumed. Game is preserved on some estates. The tenants are very ready to avail themselves of the Ground Game Act. I consider winged game does little or no harm. Ground game has almost disappeared. There is no obligation upon the tenants to beat covers. Many are very glad to come. The relations between landlords and tenants are likely to be much better when the landlord is induced for the sake of sport to visit the estate. He is thereby made acquainted with it, with his tenants and their families, and with their wants, in a way that he might not otherwise be. Field sports are a great inducement to a landlord to reside upon his property. The public are able to purchase game at a reasonable rate, whereas if game were not preserved, it would be exterminated. The Crown lessees exercise sporting rights over Crown lands and commons. Many of the labourers are in benefit societies. There is no combination at all among landlords, farmers, or labourers, that I know of. As to tenant farmers that have bought their holdings I know of three. One has recently sold his farm and another has tried to do so. Some holdings of a few acres have been bought. I think with regard to the present condition of such freeholders they would be glad to be yearly tenants. On small farms the tenant farmers do the chief part of work, and their wives assist them. The children in some cases work at home. I do not know their private arrangements as to wages. I consider children at home, who are boarded and clothed by their parents, do not cost much less than indoor hired labour, even if they get no wages. On small farms there is very little hired labour. A labourer's wages are 16s. to 18s. per week, the wages of a good farm labourer 50 years ago were 9s. to 10s. a week. I think I may say 10s., I have referred this morning, and I find it is 10s. that I paid myself when I began 50 years ago. The wages have gradually improved to almost double. Cottages are very

Chairman—continued.

much better than they were formerly. There are some old ones that might be improved. There are generally gardens attached to the cottages. With regard to the question of whether there has been any considerable migration of farmers or labourers from the district within the last 50 years, I should say that the collieries and other works attract the young men. Then I am asked "What remedies do you suggest for improving the profits from land?" First of all I suggest better farming. I would say that I have made a kind of a list of what I consider are the defects in the farming of the district that I speak of. Of course I do not mean that to apply to all tenants; there are some good and some bad, but I mean to say, going over the district generally which I am speaking of, I am sure you would find a good many of what I call defects; in the first place over-stocking. That has been very patent this last year, because they rear stock up to the maximum produce of the land. Consequently in a bad year like this, they have to buy fodder and then they are behindhand with their money, and very often behindhand with their rents and so on, and their excuse is that they have been obliged to buy so much fodder. There is another thing, too shallow ploughing. It is ridiculous to see the way that many of them skim the land, and I have often told them that they would never dig their gardens to such a shallow depth. I have practised it myself; I have always double ploughed the land and got very much greater produce from it. The next thing is not cleaning the land. They do not clean it properly. Another thing is, they do not use lime. Lime is a very bad thing when it is too much used, but it is a very good thing when it is moderately used. The farmers in my district are able to get a large cartload of very good agricultural lime, as much as they choose to put on a cart, for 2s. a load, as much as they can put on. The reason is that the chief demand for lime at the lime kilns is for chemical purposes, and it has all to be hand-picked, and all the small is thrown over the bank and it is ready for spreading, and it is just as good lime for agricultural purposes, as if they paid the highest price for it; but they will not take advantage of it. I think they also have sometimes used poor artificial manures. There is another great fault, and that is under-bred stock. Many of the farmers, of course, I do not mean my remarks to apply to all, because a great many know better, but I mean to say there are a great many in my district, who are subject to what I say. I think they do not care what sort of an animal they get for sires, so long as it is cheap, and they would not pay a trifle more for the best animal in the country. As Colonel Howard said, I have seen entire horses travelling in the country that ought to be shot. The consequence is that in a bad year like this the farmers cannot dispose of their under-bred stock at all. Nobody will buy those, but I have never known the time when a good beast would not fetch a fair price. That is the way they rear these wretched things, and they are not worth

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feeding or rearing at all. I say also that there is carelessness about seed. I do not think some take much pains about getting the very best seed. I have myself seen a farmer sowing oats out of a hopper mixed with charlock seeds. I hope they do better now, but I have seen that myself. They leave the head lands unploughed and there are weeds the following year, and weeds up and down the hedges are very often allowed, thistles and all those kind of things. Then there is a want of care with regard to implements. I have seen ploughs and things left out in the ditches in the winter instead of their being housed. I have seen a plough put to stop a gap in a fence. There is very inferior butter-making. At least it is very irregular; some make very good butter and some very bad, but they want a great alteration in that. The prices of butter are very superior to what are obtained elsewhere; in this district I believe that this very day a farmer can get 1s. 1d. a pound while the best Irish butter, as I saw when looking at the papers, is I think 85s. a cwt., which works out at about 9d. a pound. That is all to the advantage of the Welsh farmers, particularly in the colliery districts, where they sell their butter to the shops and have a ready market at the best price. Some of it is really very bad. Then they never manure the old pastures. I do not know anybody in the district who manures an old pasture, but they go grazing and grazing, and I believe it would pay them better if they would occasionally manure their old pastures. Then they waste their liquid manure, you see that running away into the ditches. There is another bad thing, if they want to mend a fence they put a lot of boughs into the live fences, and it is like tying a dead man to a living one. It is sure to kill the live fence. With regard to improving the profits from land I should suggest better prices for produce but in the absence of protection these are not to be looked for. Free trade in lead has injured the farmers of Flintshire. The native mines are closed and the farmers no longer get employment in carting the ore to the smelting works, and coals, timber, and other materials to the mines, besides losing good markets for their produce. As to that I remember myself that the farmers have been very prosperous here at times, and I have known a farmer pay his rent entirely by carting from a mine with which I was connected, and he got a great deal more than even his rent. I have seen 600 and 700 tons a month of ore carried from one mine down to the smelting works and of course there was coal going back to the engines, but that is all done away with now on account of the foreign ore being brought here at such a price that our mines cannot compete with them. The consequence is that the population of Flintshire has gone down I think 4,000 or 5,000, between one census and another. I think that is about it, although I am not quite sure of the figures. The relations between landlord and tenant are

Chairman—continued.

friendly. I object to a land court on the ground that it will unfavourably affect the relations existing between the landlord and tenant. Instead of mutual good feeling, there will be a tendency to rely upon strict legal rights, which will not be altogether to the advantage of the tenant. Landlords will not readily make improvements, unless they can arrange with their tenants without the intervention of the land court. Then there is a point which I have made a note of and which I think I have not heard mentioned. There is a want of mutuality. If the court fixes a low rent the landlord is bound to let. If the rent is raised the tenant can give it up. If the tenant's improvements are to be considered in fixing the rent, what effect will bad farming and dilapidations have upon it? I believe a Welshman is well able to take care of himself, and quite competent to make a bargain with his landlord. He would not like to be bound by arbitration in his dealings in cattle or produce. Free sale would only benefit the present tenant, and then only in case the land court should be lower than the marketable rent. On the first sale he would require a premium, which would be heightened by competition, as he would sell to the highest bidder. I believe it to be quite incorrect to assume that there is any such system now as letting to the highest bidder, but even if it were so, the landlord would look for a solvent tenant, and one able to keep the property in order; but no such considerations would influence the tenant, and the competitors would be more numerous and the premium higher. This premium would act as an increased rent, and after the first sale the tenant would be more overweighted than at present. With regard to fixity of tenure, the same objection as to want of mutuality applies to this. A landlord is continually bound, while a tenant cannot be. The tenant has the security of the land for the performance of the engagement, but he may become insolvent. Who are to be the land court judges? If local men, they may be suspected of partiality. If from a distance, they may not be acquainted with the local value of the land. If removable, they may be subject to political influence. If not, an incompetent or partial judge may exercise a destructive influence on property. Farms in Wales cannot be valued wholesale, as in some parts of Ireland, where there are large tracts of land of almost uniform quality—and where the improvements are considered to belong to the tenant, in the absence of proof to the contrary. In Wales farms (and often fields) differ from each other in soil, water, buildings, accessibility, elevation, tithe, poor rates, &c., &c., and a field to field valuation is necessary, causing much expense and trouble. I consider that repairs of buildings, new buildings, and permanent improvements, should be done by the landlord. Drainage, buildings &c., executed jointly by landlord and tenant never work well. The landlord gets no return for his outlay and the tenant never considers himself repaid. If by arrangement such

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[Continued.]

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works are done by the tenant, they should certainly be repaid, but they get worse in time, and I think the plan of allowing for them in proportion to the time they have existed is a fair one and does away with the necessity of valuing the advantage to the farm. Of course, accurate accounts should be kept and agreed upon when they are made. If the landlord's consent is not required, buildings may be put up which are not necessary for the farm. A tenant once applied to me to erect additional buildings on a farm already well provided with them, on the ground that he had taken additional land (a mile away) from another person. If he could have erected them without consent he would probably have done so, having plenty of means. There would necessarily be expense incurred by the applicants to a land court. If fees are high, decisions will be costly; if low, litigation will be encouraged, and expense thrown upon the public funds. I would mention, if you have no questions to ask me, that I have omitted to say one thing. I have just put down what I consider are the advantages and disadvantages of the farmers at the present time, if you would care to have them.

58,709. Certainly?—I consider the advantages are, first, machinery. I heard some one say now that they did not think machinery lessened the demand for labour, but I can give you a small instance in my own knowledge which occurred the other day; a farmer had two acres of potatoes to raise, and the Irish labourers came round and asked him 7*d.* a rood for raising them. That would come to about 2*l.* 2*s.* per acre. He would not pay it; he had a potato-raiser, and with the aid of his little children and two hired women he raised all those potatoes, I think in a day and a half, and put them into carts, and took them straight off to the railway, and he told me that for the whole amount of labour he had only to pay out of pocket 7*s.* 6*d.*, whereas he would have had to pay 4*l.* 4*s.* for the two acres. I think also there is a convenience in traction engines coming round, so that horses are not required to draw the machines from place to place. Besides that they have self-binders for the threshing machines, which save a great deal of labour, and in many ways I consider that machinery does save a good deal. Then they have hay barns frequently now, and

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these save a very great deal in thatching. Also rents are lower than they were. Then they have cheap feeding stuffs, and now by means of railways they are able to sell milk. I think the disadvantages are dear labour, lower prices for wheat and barley, higher rates, loss owing to the stoppage of the lead mines, and there is also a loss owing to the introduction of machinery into collieries, lessening the demand for horses, hay, oats, straw, &c. That in some places I know has made a very great difference, introducing endless ropes instead of horses. I think that the following articles are selling fairly, and that with regard to them a farmer ought not to complain very much—pigs, horses, poultry and eggs, butter, wheat-straw, and sheep. I have been asked by Major Warren's agent, who has been too unwell to come here to mention the reason of his absence, and if you would kindly allow me to read his letter I should like to do so. It is very short.

58,710. Yes?—Major Warren's estate, I may explain, is within the district that I speak of, and a property which Mr. Wickham spoke of yesterday belonging to Mrs. Rasbotham is also in the district I speak of. The letter is as follows:—"I have been *hors de combat* since we met yesterday, with a bad cold, and have failed " to prepare any sort of return *re* Major Warren's " Hope Estate, and it is doubtful whether I " shall be able to get out of bed to-morrow." Further on he says:—"The acreage of the Hope " property is, I think, about 682 acres, and the " gross rental is 544*l.* Temporary abatements " since 1883, 397*l.* 18*s.* 10*d.*; expended in " buildings, erections, and restorations, 2,188*l.*; " drainage, 1,076*l.*," the total being 3,661*l.* The gross rental during the 11 years from 1893 to 1894 would amount on those figures to 5,984*l.*, and it will be seen that the amounts returned in temporary abatements or expended in different ways would consume two-thirds of it. There is also an outlying property of my son's which I have been looking after for him in the parish of Hope. He has only had it about five years. The rents received have been 2,290*l.* 9*s.* 2*d.*; the allowances made 188*l.* 8*s.* 2*d.*; tithe, &c., 173*l.* 7*s.* 10*d.*; repairs, 586*l.* 19*s.*; making altogether 948*l.* 15*s.*, out of 2,290*l.* odd, being, I think, about 44½ per cent. If you like I will put in an agreement which is in use on the property. [*The witness handed in agreement.*]

The witness withdrew.

Mr. P. A. LLOYD called and examined.

Chairman.

58,711. Where do you live?—I live at Pentrehobyn, close by here.

58,712. Are you a landowner?—I own about 2,500 acres here and in Montgomeryshire, between the two. I was for 18 years the manager of the late Lord Penrhyn's property.

Chairman—continued.

58,713. Which property was that?—The whole of it.

58,714. You were the head agent?—I was, for the late Lord Penrhyn, for 18 years.

58,715. Did Colonel Sackville West succeed you as agent?—He did, and it is as former agent

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that I rather want to give one or two details of information which may be of use to the Commission. What I wish to begin with is the case of the Caerhun enclosure, which the Commissioners may remember was brought before them at the time the Commission sat in Anglesey. I was Lord Penrhyn's agent at the time, and I think I can throw some little light upon the subject. These Caerhun enclosure riots, Mr. T. Ellis, M.P., stated, had been entirely suppressed by the late Lord Penrhyn, as chairman of Quarter Sessions, by using his influence as such in order to carry out his own, that is Lord Penrhyn's, unjust views. In fact, Mr. Ellis' language was much stronger than that, but I will not refer to it. I believe that Mr. Ellis has withdrawn this assertion so far as regards the chairmanship of the Quarter Sessions, but he now says that the late Lord Penrhyn used such influence as Lord Lieutenant of the county. Mr. Ellis, as one of our legislators, should surely know that no Lord Lieutenant has the power to act as he asserts that Lord Penrhyn acted. Mr. Beaver Roberts in his evidence has given a very clear statement on this head, and I endorse all he has said; while I may add that, having had the management of the late Lord Penrhyn's property at the time of the disturbances, one of the principal tenants of the district, who I feel sure was a freeholder also, came to me to complain of the damage the tenants in the district were suffering from, and to ask me to bring his case and other similar ones to the notice of the late Lord Penrhyn as a landlord and a magistrate, for his consideration, with the view of his protecting the farmer's interests. The history of the Caerhun episode is briefly this—In order to put an end to damage done by squatters and trespassers from adjoining parishes, an Enclosure Act was applied for by the principal landowners of Llanbedr and Caerhun parishes, and was granted after properly convened meetings and no objection offered, and allotments were then made and enclosed. These riots or breaches of the peace were brought about some time afterwards by the questionable action of a few tenants who claimed to have been advised that the enclosure was illegal; but so far from this being the case the whole affair connected with the enclosure and allotments was conducted in a perfectly legal manner from beginning to end, and it would hardly have been possible for magistrates, being responsible for law and order, to have acted differently from what the Carnarvonshire magistrates did. I may say that Lord Newborough, a most fair dealing man, was chairman of Quarter Sessions when the orders were made for suppressing the Caerhun disturbances, and that one of the late Liberal members for the county proposed the resolution which was brought forward with the view of carrying out the object. Therefore, to say that Lord Penrhyn acted the part attributed to him by Mr. Ellis is clearly in direct opposition to facts. I know the Chairman does not like strong language, so that out of deference to him I will keep within

Chairman—continued.

bounds, but I think it is for the Commission to judge how far it is right for members of Parliament to use such strong adjectives as they sometimes do, particularly in reference to matters with which they are but indifferently conversant. Before closing the Caerhun episode, I may perhaps be permitted to call attention to the great injustice that is done to farmers and other ratepayers, by the way in which the law directs that an extra police rate shall be levied in order to quell disturbances such as that one at Caerhun. It is levied, as the Commissioners are aware, upon the rateable value of the district, so that not only does the wretched farmer or householder suffer loss and injury to his property, but he has to pay for the extra police to quell disturbances for which he is in no way responsible, while the author of the evil, paying no rate, escapes scot free. Perhaps I might recommend to our legislators that for the benefit of farmers and householders, not to mention the cause of justice, a capitation rate should be levied in such cases as that of the Caerhun disturbances, when the evil doer would not, as he now does, escape the penalties that should be attached to rioting. The next case that I have to appeal to the Commissioners about is the evidence of the Rev. Mr. Griffiths.

58,716. Before you go further, I should like to ask you this question. Mr. Ellis said, about these enclosures, that "there must have been practically a unanimous feeling that wrong was being done to the poor and to the peasantry and to the country side by this enclosure. Those who in Lord Penrhyn's eyes were evildoers had evidently the sympathy of the whole country side, for Lord Penrhyn, a very popular landowner, was absolutely unable to get any evidence whatsoever as to the people who pulled down these walls and made the protest against the enclosure"—Yes, this letter is as regards evidence, precisely what I say.

58,717. But I want to know is that the case. Was any evidence obtainable against the people who pulled down these walls?—Well, it was difficult, for the simple reason, that the men who pulled them down would not give evidence against themselves, naturally.

58,718. The late Lord Penrhyn was a popular landowner, I take it?—He was, very.

58,719. But still Mr. Ellis was right in saying that there was a unanimous feeling that wrong was being done to the poor and to the peasantry?—No, I say he was not right, distinctly.

58,720. I do not say that you admit that there was wrong, but there was a feeling in the country that wrong was being done to the poor and to the peasantry?—No, nothing of the sort, because the man I have referred to was one of the principal farmers of the district, and he came to me begging me to intercede with Lord Penrhyn on his behalf and the behalf of others.

58,721. He was one of the principal farmers, that I quite agree, but I am asking whether it

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is the fact that the general feeling in the neighbourhood was against Lord Penrhyn's action?—No, not the least. Besides, it was not Lord Penrhyn's action. It was the action of the magistrates. That is just the difference of opinion between me and Mr. Ellis.

58,722. Then was the action of the magistrates a popular or an unpopular action?—Oh, decidedly popular; it was the action of law against disorder.

58,723. But was it a popular or an unpopular action in the district?—It depends upon what you call popular or unpopular. It was popular among all the well-doers decidedly, that is to say among the farmers of the better class, but naturally unpopular amongst the men who pulled the fences down.

58,724. But they never could get any evidence as to who pulled them down?—No, for the simple reason, the men who pulled the fences down would not come, and give evidence against themselves.

58,725. But these people who were in negotiation for this common would have said who pulled the fences down?—No, they could not, because the negotiation they were the farmers. Really the enclosure was made for the benefit of the farmers and general community.

58,726. As against the labourers?—No, not at all. As against squatters and those kind of people, not the labourers. The labourers really, I suppose, had nothing to do with it—not the labourers of the farmers, but labourers outside of those they might have done.

58,727. But the squatters and those kind of people were very hostile?—Yes, naturally, because they used to send sheep and all sorts of animals there which they had no business to do. They were trespassers.

58,728. But they were doing what they considered from custom they had a right to do?—No, not at all. They had no business to consider anything of the sort, because of course it is the farmers who really had the right to these enclosures—to the commons. All the farmers bordering upon these commons have the right of common pasture, that is really it, and then a lot of others, quarrymen and all sorts of people that had no right whatever to send sheep there, sent sheep up to these commons, to the detriment of the breed, and not only that, but spreading all sorts of disease with the bad class of sheep they sent up.

58,729. It had become a common practice, I take it?—Yes, it was the result of that practice that led to the Enclosure Commissioners making their award.

58,730. But will you go as far as that? May I take it that the men you describe as "squatters and those kind of people" considered it a hardship that they were suddenly prevented from turning their sheep upon the mountains?—Well, that is rather a hard question, because I do not agree to that at all. What I hold is this: that the men had no business

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there whatever. If you will grant that; if you will say that the men, having no business there, felt themselves aggrieved, I will go with you there.

58,731. You will go as far as that?—I will go as far as that, if you say that the men had no business there.

58,732. I say nothing?—Well, I would only say that the men, having no business there, were aggrieved naturally that they were not allowed to go there. I will say that.

58,733. I should like to ask this one question: How long had this system been going on?—That I cannot tell you. Application was made to the Enclosure Commissioners in 1854; I am speaking with a certain amount of reservation, but as near as I can tell about 1854. Then the awards were made, and it was not until, I think, some little time after that they began to pull down the fences and create mischief.

58,734. How long had these squatters been in the habit of pasturing their sheep on the mountain?—I cannot tell you. It might have been for years.

58,735. For years and years?—Yes, possibly.

58,736. Then, no doubt, they considered it hard on them to have this enclosure made?—Oh, yes.

58,737. I mean, these men may have considered it a hardship when this enclosure suddenly took place. You would go as far as that?—Well, yes, if you will allow me to add the rider that they had no business to be there. They were men really who had no business there, but, having no business, I will admit that they felt they were aggrieved.

58,738. You do not admit that they had no right there?—No, none whatever. On the contrary, they were actually trespassers.

58,739. Only you admit that for years and years this custom had been indulged in, and nobody had put a stop to it?—Well, without anybody putting a stop to it, but not without protest.

58,740. But no action had been taken for years and years to drive these sheep off the hills?—Well, protest had been made, but no action taken.

58,741. No action taken?—But please, my Lord, add my rider that protest had been made, because that makes all the difference.

58,742. But no action had been taken?—No action had been taken.

58,743. And then there was this manifestation of indignation?—Of ill-feeling against the law taking a very proper course.

58,744. I am only asking what happened. There was a feeling of indignation when this enclosure took place?—Yes, but then you must let me add this, because I am very particular about it. It really was that they were the aggressors and trespassers. They had no business there from the very first, and because the farmers, possibly through indolence or anything

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else, let these fellows go on, it gave them no earthly right to send their sheep there.

58,745. Still, they were in possession of the mountain when it was enclosed?—They were in possession of the mountain under protest. Well, you can hardly call that in possession.

58,746. At any rate, the sheep were on the mountain?—Yes, quite so, under protest. I only really want to saddle the right horse.

58,747. I am sure that is what every member of the Commission would wish?—Yes, and therefore I wish them to thoroughly understand my views about it. Then I will go on to my next case.

58,748. Yes; I am sorry to have interrupted you?—Not at all. I am here on purpose to be interrupted. The next case I wish to refer to is that of the Rev. Mr. Griffith. In his evidence before the Commission at their meeting in Carnarvon, Mr. Griffith stated, in order to cast odium on the landlords, that the tenants would not give evidence on the land question for fear of the landlords, and that on this account the tenants had a dependent spirit. Now, I happened to be in court, and the real words used by Mr. Griffith were that the tenants were slaves, but I see—it has been pointed out to me since—that Mr. Griffith has altered that, and he has put into his corrected evidence the words I have just read, and that of course is the only thing that I can appeal to, and which the Commissioners can listen to.

58,749. Yes, that is what we go by?—Well, what I heard him say in court influenced me a great deal, of course. Now, I should like to point out to the Rev. Mr. Griffith that we are all more or less dependent upon each other in this world, and that it is very easy to make exaggerated statements with regard to the different relations that one bears to another. But without going further in the matter, and taking up too much of the Commissioners' time, perhaps I may be allowed to ask them to compare the life of the Welsh farmer with that of the ordinary Welsh tradesman, when I think they will agree with me that of the two the lot of the latter is quite as much, if not more, deserving of our sympathy.

58,750. Is this what you refer to at Question 12,315 on page 567, the Rev. Mr. Griffith is being examined by Mr. Griffiths: "Will you kindly tell me what is the reason why the tenant farmers do not come here to-day; it is not harvesting, I should think?—Yes, "I can tell you without any hesitation.—"What is it?—Fear of the landlords and "of their agents."—Yes, that is it. Now I say that the lot of the ordinary Welsh tradesman is quite as much, if not more, deserving of our sympathy than that of the Welsh farmer, and that he is equally, if not more, dependent on his customers as the tenant is upon his landlord, while the "London Gazette" will, I think, show which of the two occupations is financially the more hazardous. The Commissioners must not imagine, because I am making this comparison, that therefore I have not sufficient

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sympathy with the farmers in their troubles for I have a vast deal of sympathy with them, but when inconsiderate statements are made by biassed people with the view of casting odium upon the landlords it is well that one who knows the inner life of the Welsh people fairly well should come forward and state his views to the Commissioners.

58,751. Does that refer to the statement I have just read?—That refers to that statement of Mr. Griffiths.

58,752. You object to that statement?—Entirely and utterly.

58,753. Then you would not agree with what we heard at Monmouth. Mr. Thomas Pugh, a grocer, told us that the tenants were afraid to come forward?—I do not know Monmouthshire, but I know Carnarvonshire pretty well, and I know this country too pretty well, and also parts of Denbighshire. I say they are not afraid, but we are all to a certain degree dependent on one another, and the tenant farmer is no more a slave to his landlord than the tradesman is to his customers. In fact I am not sure that the latter is not in the greater fear.

58,754. You object to this statement?—Yes.

58,755. And you would not agree with Mr. David Jones, who told us to-day that he thinks the farmers are timid and afraid to come forward?—Indeed I do not.

58,756. That is in this district?—No, I really do not think so.

58,757. You disagree with Mr. Griffith, of Carnarvonshire, and Mr. David Jones, of Flintshire?—Entirely, and for the reasons I have stated, I say that the small landlords in Wales have quite enough to contend with in these days, without having to bear the efforts made by unfair and hostile critics to cast odium upon them and prejudice the tenants against them. But putting aside the opinions of extreme men, even impartial people, in dealing with the land question, seem to lose sight of the fact how much overcrowded we are in the country now, and that the farming interest may be subject, like any other occupation or profession in these days, to very keen competition, and for my part I see no difference between the competition now existing for farms, and that of the lawyer, the doctor, the merchant, and the tradesman, looking out for a good thing. Why I say this is because there has been generally a sort of slur cast upon the landlords in this country, that they try to get all they possibly can out of their tenants, whereas I say it is nothing more than that competition which is existing all over England in every other profession and trade. Perhaps I may be allowed now to refer to the great and unavoidable expenses attending the management of a Welsh property, with the view of showing that however willing the small landowner may be to spend money on improvements and repairs, he is financially sadly crippled by various outgoings, and in these days can do but little. It is hardly necessary for me to point out the great expenditure required to keep in repair the landlord's

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house and premises, and the different farm houses and buildings on his property; and perhaps I may be permitted to tell the Commissioners that the Welsh tenant as a rule does nothing, except in some instances the hauling, to help his landlord in this respect. Every trifling repair has to be done by the landlord, entailing on a small property of several holdings the necessity of sending a mason, a slater, or a carpenter several miles, perhaps, to do some trifling repair, at, of course, a very considerable cost; and while the tenant complains of the great increase in the price of labour, so the landlord has to complain of the great advance in the price of the wages of the artisan. Thus repairs now cost the landlord a far greater amount than formerly, while a reduced rental makes him less able to bear the burden. Then when cases arise where the landlord has to appeal to the London law courts, his plight is sorry indeed, and he is sometimes half ruined by them. I may perhaps mention a case which happened in my own family, to illustrate the way we landlords are treated in this respect. We wanted to pay off a mortgage of 18,000*l.* in an amicable suit, and the expenses in the London courts were 3,600*l.* Thus a large sum which might have assisted me in improving and repairing my property, went out of the county for the benefit of that insatiable institution in the Strand in London. Another instance I should like to bring forward to the notice of the Commissioners, which affects a neighbourhood in which I am interested, besides being of importance to the landed interests generally, and I think the case I refer to will show how the landlords and tenants have been adversely dealt with where the law is concerned. A railway was, and still is, much needed to two villages in Montgomeryshire for carrying agricultural and mineral produce, and would probably now be an accomplished fact but for the enormous legal expenses attendant upon the obtaining the Act of Parliament. Mr. Savin, the contractor, told me that these expenses were so great that all the subscribed capital was absorbed, and nothing left for the construction of the railway. Now, I will venture to say that there is not a single district in Ireland where light railways have been constructed, I think I am right in saying, out of the taxes of this country, which needed a railway more, if as much, as the district I have named, and yet not a step is taken to help the Welsh landlord and tenant in the matter, but on the contrary impediments are thrown in the way.

58,758. That is on account of the Board of Trade's demands?—No, it was on account of the legal expenses.

58,759. The legal expenses as well?—Yes, the legal expenses attached to it. I do not suppose the Board of Trade had much to do with them.

58,760. You do not think the Board of Trade are to blame?—No, I should not think so. I have not really gone much into the question of the Board of Trade. Of course the safety

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and the construction of railways is naturally in the hands of the Board of Trade, and they must be excessively particular.

58,761. But what you particularly complain of is the great legal expense?—Yes, it is frightful. Here, the contractor told me himself that it came to 6,000*l.*, and yet in that district which you are going to next week I am sure scores of people will tell you as well as I do, that there is the greatest need of a railway out there. I could, of course, go further into the struggles of the landowner of a small Welsh property. Of course, my Lord, my object in saying all this is this: So much has been said on the part of the tenant that many people have said to me "Why on earth do not you landlords come forward?" I said, "Very well, if you really wish it I will come forward," and that is my object in making these statements.

58,762. Quite so; we are very much obliged to you for doing so?—I could, of course, go further into the struggles of the landowner of a small Welsh property, and the difficulties he has to contend with, but these will probably be dealt with by others; in the meantime I may say that he has the greatest difficulty to keep himself afloat, and to save from sale the lands of his ancestors, which he cherishes in the same way that the tenant cherishes his farm; but unfortunately the landlord, for obvious reasons, cannot enlist the eloquence and sympathy of the Welsh M.P.'s in his favour to bring his troubles to the notice of the public. With regard to landlords' and tenants' agreements, I beg to hand in copies of two which may be of interest to the Commissioners, and which have been executed (*handing in documents*).

58,763. What are these?—These are tenants' agreements. There is one (*handing same*). I have a particular object in handing in that. One is A and the other is B. For the agreement marked A, I am responsible, and it will endorse Mr. Owen Wynne's opinion as to the amount of paper on which he could now make an agreement. I do not think he will make out a shorter one than mine. The other is in one particular the composition of the tenant, and represents pretty well the custom of this county. I produce them to show the ideas of a landlord and those of a tenant with regard to agricultural agreements, and I may say that neither was written with the smallest idea of its being produced here. So much has been said as to objectionable agreements being forced on unwilling tenants that it is well the Commissioners should hear another story. If the Commissioners will have the kindness to look at those two agreements, the one marked A is the one I wrote out with the tenant in five minutes, or certainly ten.

58,764. Are these the agreements drawn up by yourself?—That is one I drew up for that particular tenant.

58,765. I think I may as well read it through. This is the one marked A:—"Agreed between Pennant A. Lloyd, the landlord, on the one part, and (blank) on the other part, whereby

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"the former agrees to let and the latter agrees to take the farm called (blank), in the parish of (blank) as yearly tenant, according to the provisions of the last Landlord and Tenant Act. The holding to be from year to year, no hay or straw to be sold off the premises. (Blank) to become the tenant from 25th September last past, the rent, one hundred, and payable half-yearly on 25th March and 25th September, the first half year to be payable on the 25th March next. The tithe to be paid to Mr. Lloyd as it becomes due, and Mr. So and So is not to break up any old pasture?"—I will tell you the history of that agreement, but I am rather afraid of taking up too much time. It is rather interesting, just to show how landlord and tenant, if left alone together, can agree. It was a large farm, a very good farm, and had been held for generations by the same people in my family. The man got into trouble by lending money to somebody. My predecessor did all he possibly could to get him to tide over the affair, and he allowed him to take in a partner, which was, of course, a most objectionable thing. In due course the man got still further into trouble, and he came to me upon the rent day at Llanbedr, and said he wanted to give up the farm at once to his partner altogether. I said, "Well, you cannot very well do that now on account of the Agricultural Holdings Act." "Oh," he said, "Mr. Lloyd, if you will draw out an agreement, I am sure it will be all right." "But," I said, "I cannot do that, I cannot be as it were buyer and seller." However, he very much pressed me, so I wrote out an agreement, whereby he agreed to give up the farm. Then I drew up another agreement for the incoming tenant to sign, and he signed it, and that man took up the farm at once, so that it was really to accommodate the two men that I drew it out.

58,766. Then, the other marked B. is headed as follows:—"A yearly holding according to the provisions of the Agricultural Holdings Act of 1883?"—Yes. Then comes the clause that I object to most strenuously, and I only wish the Commissioners would put an end to it out of Flintshire.

58,767. You object to the clause of the Agricultural Holdings Act?—Yes, it is no end of trouble to the tenants themselves, and yet you cannot get the tenants to change it.

58,767. "The tenancy to be from year to year, from 25th September last, subject to twelve months' notice from that day in any year. The land to be given up after such notice on the 30th November, and the house and outbuildings and boosing pasture on 1st May following?"—The boozy pasture they call it here.

58,769. Yes; "on the 1st May following." Why do you object to that?—Because the man should have the house and premises and everything at the time he takes over the land.

58,770. That is of course for the convenience of the outgoing tenant; he might not have any-

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where to go?—But how is the incoming tenant to get on? It is very awkward for him.

58,771. I know it is the same custom in England, and it is very awkward sometimes I am aware?—Does it exist in England now? It used to, because that was on account of the thrashing on the barn, but you have no thrashing now, because all the thrashing is done out.

58,772. It is the same anyhow all over my estate, and in some cases, for instance, that of a widow, it is supposed to be convenient?—All I know is that it leads to no end of dispute between the outgoing and incoming tenant here. Now perhaps it may not be out of place here, now that we are upon the question of agreements, to refer to a speech of Mr. T. E. Ellis, M.P., in the House of Commons, in 1892, on the subject of the land question in Wales. Mr. Ellis, in his speech, advocates the payment of what he calls "good will" to the outgoing tenant, upon the assumption that the outgoing tenant has improved his farm to a certain extent. I think I may safely, say from a somewhat extensive knowledge of North Wales and its agricultural population, that for every tenant who would honestly be entitled to anything in the shape of good will on a change of tenancy, there are hundreds that would have no such claim, for the Welsh tenant, as a rule, makes no improvement to his holding.

58,773. May I stop you there for a moment. Do you go so far as to say that a Welsh tenant as a rule does not improve the land he occupies?—I do, further than what he does for his own advantage. Of course he improves it for his own advantage, but nothing in the world more, that is to say to get good crops out of it. I want to have the thing fairly thrashed out. Mr. Ellis talks about good will, and I say, from my experience in North Wales, that the tenants are not entitled to it at all. The landlords do all the work, they do all the repairs and the improvements and everything as far as I know.

58,774. Do you go so far as to say that the tenant does not improve the land?—No, the Welsh tenant does not. There may be some few instances. Of course there are, but I mean to say, as a rule, he does not improve it to entitle him to good will.

58,775. As a rule you say the Welsh tenant does not improve his land?—Yes, quite so. To establish a system of good will under such circumstances would be giving to the undeserving, and might some day result in great injustice to the landlord. So with Mr. Ellis's ideas as to a sort of right of a son succeeding a father. I entirely disagree as to the desirability of such a system. If a son of a deceased tenant is likely to prove a worthy successor, it is to the interest of landlords, and the general, if not universal custom in Wales, to let the son have the farm. That is my experience of something like 50 years I think. To adopt Mr. Ellis's idea would take away the rights of property, and cause the landlord to lose all interest in his estate, and result in his doing next to nothing for it; while he might at

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Mr. P. A. LLOYD.

[Continued.]

Chairman—continued.

any moment be saddled with an incompetent tenant and his land damaged if, not ruined. Now I should like to refer to a matter which I hope will receive the attention of the Commissioners, and that is the difficulties a landlord has to contend with in saving his land from damage and himself from great pecuniary loss in the event of a tenant getting into difficulties from his own fault or otherwise. In the case of a tradesman who thinks he has reason to believe that a customer is going to the bad, he can at once refuse to supply him with any more goods, and sue him in the County Court for a debt. The landlord, on the other hand, can do nothing for possibly nearly two years, while all that time his property is going from bad to worse, and a debt accumulating. Fortunately in Wales we are seldom subject to such misfortunes, but when a case does happen it is very hard upon the landlords. I beg to draw the attention of the Commissioners to the state of things. And now I have touched upon the subject of landlords; I may here state for the general consideration of those who delight in running down the Welsh landlord, that I know instances where, in order to keep their property in repair, the landlords have put themselves to the greatest possible inconveniences, and in one where after doing all he could for his tenantry on a small property, he met with a most miserable return afterwards. I am merely stating this from a landlord's point of view, and that case I can vouch for.

58,776. Will you give us any particulars of that case where there was a miserable return from the tenants?—No, I won't do that.

58,777. You speak of it generally?—That is the fact.

58,778. You speak generally on that point?—No, it was only in this one particular instance, and if I personally know of an instance like this, how many others must there be of a similar kind? I mention the circumstance that the Commissioners and the public may understand that in dealings between the landlord and the tenant it is not always that the tenants suffer. As regards the general depression in the agricultural industry of the country, which we all deplore so much, whether it is greater or less than some imagine, I will not now express an opinion, but I have the very strongest impression that so long as there are men who will persist in setting class against class for political and other ends, so long will capital cease to flow into the land market, and so long will agricultural interests suffer. In speaking of the tithe, it may be said that I am treading upon somewhat dangerous ground, but let me assure those who expect any revolutionary ideas on this head to emanate from me, that they will be mistaken. I am utterly opposed to the spoliation of the Church, but I nevertheless think, if this Commission is to report upon the condition of the landlords as well as the tenants, that it will be for them to consider how far the tithe owner, day especially, should contribute towards the repairs of those buildings from which he derives the tithes, while it is also for

Chairman—continued.

them to consider the present condition of some cases where the tithe absorbs all the agricultural produce of the land. I now come to the question of rates, and hope, that the Commissioners will see the injustice of the poor rate being levied entirely on real estate. When the present poor law was first established, the land formed the chief wealth of the country, and was the principal source from whence came poverty. Now, other wealth exists, and is to a very large, if not equal extent, the cause of poverty; so that surely the consolidated fund, which is the product of this wealth, other than land, should contribute its share to the maintenance of the poor. Now there is only one other subject I am going to trouble the Commissioners with and that is, I wish to refer briefly to the ideas that some people have, and give publicity to, on the subject of what they call nationalisation of the land, by which I suppose they mean, the placing in the hands of the State all the lands in the United Kingdom. How they intend to buy up the properties of the present owners is perhaps beneath their notice; but supposing the land to be bought, I should like to draw the attention of the farmers in Wales to the evidence of Mr. Sowray, who for many years had charge of the office which represents the State Department from whence the land now belonging to the nation is managed. Mr. Sowray in his evidence said that the State let farms by tender, or in other words, to the highest bidder, so the farmers can judge from this statement what would be their lot should these somewhat wild notions have their way. I do not mean to say that we landlords are angels, but I do mean to say that we represent a better system than this, that we are a fairly good specimen of the general community, and that we certainly do not deserve the scurrilous abuse heaped upon us by some of the Welsh press. And I should strongly recommend the Welsh tenant to think twice before he falls into the trap of a Welsh Land Court, which means, I suppose, another law court, and tenants can judge from the experiences of my family and the other instances I have quoted, how they are likely to fare at the hands of such institutions. That is, my evidence, my Lord, and now I shall be happy to answer any questions.

58,779. I have some questions which have been handed up which I must put to you. Mr. Llewellyn Jones asks: "Do you not think 'Home Rule for Wales would be a remedy for some of the evils of which you complain'?"—No, most certainly not.

58,780. Mr. Owen Wynne asks: "What is your opinion of the comparative value in these days to a farmer on a lease or a yearly tenancy. 'Under which is he better off?'—He is far better off under a yearly tenancy, for a simple reason.

58,781. What?—Would you like to have my reason?

58,782. Yes?—Well, in one case of course the leaseholder would never get an abatement, and in the other case, he is continually getting

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[Continued.]

Chairman—continued.

abatements now. There is scarcely a landlord who does not give abatements, and if the man were a leaseholder he would not get any abatement at all.

Professor Rhys.

58,783. But we have had instances more than once?—Well, he is a very benevolent landlord, that is all.

Chairman.

58,784. Mr. Owen Wynne also asks: "Do you think that any of the witnesses who have come before this Commission have been influenced by political or sectarian ideas?" Yes, I should say certainly.

58,785. Then I have some questions by Mr. Vincent: "Do you consider this alleged land question arose spontaneously or was created artificially?"—Well, it was principally created by Mr. Gladstone's speech at the foot of Snowdon.

58,786. "Have agitators any responsibility for the existence of this question?"—The other answer will do for that.

58,787. "We have heard that agents are inexperienced. What have you to say on that point?"—I do not think they are at all. Speaking for myself, as Lord Penrhyn's agent, when he first offered me the agency I immediately put myself under the very best farmer I could find, and I learned farming from him, and then I went to a surveyor and learned land surveying from him also, so that I put myself in as near a position to making myself a good agent as I could, but at the same time, really if you are an agent of a very large estate it is not so very important a thing as people imagine, though of great advantage.

58,788. "Do you not think that a re-assessment of the tithe rent-charge is more necessary than a suggestion that the tithe owner should pay part of the cost of buildings for which he can get no benefit?"—Yes, decidedly. It would come to the same thing from my point of view.

58,789. Then I should like to get perfectly fairly what I understand you to say. You consider that the land reformers in Wales are influenced simply from political motives, and not from any desire to benefit the tenant farmers?—No, I do not say that.

58,790. Then I misunderstood you?—You say land reformers. I say that many people who have come forward on this present occasion are biassed by sectarian and political views, but I do not call such people land reformers. I am a land reformer by all manner of means, but I do not come forward as a politician or sectarian, far from it.

58,791. I wanted to get that exactly right, so that there should be no misunderstanding?—Quite right.

Professor Rhys.

58,792. You mentioned just now in the case of the Caerhun disturbances that a protest was made against those people who stocked the common without any right to do so. What was the nature of the protest. I do not quite under-

Professor Rhys—continued.

stand the proceeding?—I cannot say decidedly from my own knowledge that a protest was made, but I know quite enough of enclosures and so forth to be aware that the farmers would naturally protest against these men who had no business to send their stock there.

58,793. But you talked of a protest repeatedly, and I thought there was some process of giving these people to understand legally that they had no right there?—I do not quite follow you.

58,794. You spoke repeatedly of a protest?—Yes, that was in answer to a question of the Chairman's, that was not in my evidence.

51,795. I do not care about that, the stock was on the commons, where it had no right to be, according to what you say?—Yes.

58,796. That was under protest, you say?—Yes, naturally.

58,797. What does that mean?—It means to say that the tenant farmers would naturally object to having the stock of other people upon their ground.

58,798. You do not refer to any legal process of warning these people?—No, because I do not know that any took place, but they must have been continually warned, in the same way as in any other case where the stock of another farmer would come on his neighbour's land, and he would naturally protest against it.

58,799. You have no personal knowledge of that, but you suppose that they did object?—Who did.

58,800. The farmers did object?—To what.

58,801. To these people occupying the commons?—I know that they object to these men pulling the fences down, which came to pretty much the same thing.

58,802. But I think you mentioned that some of the tenants thought differently, and did not agree with the action taken?—Yes, that was so, but they were very ill-advised. Very possibly these tenants would be the smaller tenants, and the others the larger tenants, and the smaller tenants would naturally want to send as many sheep on the sheep walks as they could, and would not like restriction. That is one of the evils of the sheep-walk system in Wales, that there is no order or regularity about it, and there ought to be. Everyone of the tenants ought to send sheep according to his acreage. No doubt some of them did disagree with the action taken, but they were very ill-advised. I have said that in my evidence.

58,803. How do you know that they were the small tenants, you said they were very likely the same tenants?—Yes, I should think they were pretty sure to be.

58,804. Do you know that they were the same tenants?—I cannot say from absolute knowledge but they were sure to be.

58,805. Well, how many of them?—That I cannot tell you.

58,806. You are giving your impression, but I just want to know the value of your evidence?—I give you my reasons, and I think they are pretty good. I think it is very

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[Continued.]

Professor Rhys—continued.

natural to conclude that some of the tenants did, but were very ill-advised.

58,807. Then there was one tenant who applied to you to appeal to Lord Penrhyn to take action?—Yes.

58,808. Could you give his name?—No, I will not give any names, I tell you that as a positive fact, the man is dead now.

58,809. But you will not give his name?—If the Chairman thinks it of any importance I will, I do not much care.

58,810. Who was the Liberal member of Parliament who proposed it, you can give his name I suppose?—Yes, Sir Love-Parry.

Mr. Griffiths.

58,811. Have you informed these two gentlemen whose evidence you have rebutted to-day that you meant to attack their evidence?—I have not attacked anybody.

58,812. I understood you had been rebutting the evidence of two gentlemen?—I referred to the evidence that was given. It was in answer to a question of the Chairman, whether the evidence which was given before this Commission was actuated by sectarian and political bias.

58,813. But you have rebutted the evidence of two gentlemen here?—I do not see that I have. I only say that the outcome of this action of the Commission generally is the outcome of sectarian and political bias. I do say so most distinctly.

58,814. But would it not be fair to let those gentlemen know that you meant to come?—You can tell them that, anybody may tell them what I have said.

58,815. I mean so that they might have been present to defend themselves?—Well, they may say it is not so, that is all, and I say that it is, and there is just the difference between us. I do not mention any particular persons. I say it is so, that there is a sectarian and a political bias, and I think it is a shocking thing that it should be so.

58,816. You mentioned Mr. Ellis and Mr. Griffiths?—I mentioned Mr. Griffith's name. That was in relation to another case. I said that he gave evidence stating that the tenants were afraid of the landlords.

58,817. Well, I will leave that matter. Do you still insist upon saying that the tenant farmers of Wales have not made any permanent improvements in face of what we have seen right throughout North Wales; walls being built by the tenants, and so on?—I say as a rule tenants do not improve. The walls may have been made 100 years ago, but I am talking of the tenants of to-day. Besides, you cannot tell who put the walls up. The landlords might have done it.

58,818. Oh yes, we can. We have found a number of instances in which the walls have been built by the tenants?—How many years ago?

58,819. Some of late, and some many years ago?—It is just possible that something of that

Mr. Griffiths—continued.

sort may have been done, but I am talking of the general improvements of the land. Of course it is possible that walls may have been built.

58,820. I think it is rather a serious charge to make against the tenants of Wales, from what I have seen?—I do not see that it is any serious charge. They get the land, and they do not improve it. There is no charge in that. You must take my evidence in reference to what other people say. What I say is this, that Mr. Ellis asserts before Parliament that there should be what he calls a good will. I say that the Welsh farmer is not entitled to good will. It is a matter of opinion.

58,821. But it is only a matter of your opinion?—Well, exactly, but I think there are many others who have the same opinion, they must have it if they know Wales and know anything about land.

58,822. Do you think the tenants who lay out much money upon their farms can carry the improvements away with them when they leave?—Of course they do lay out money on the farm, but they are only laying it out to get a fair return for their yearly tenancy.

58,823. But they improve the farm very much by doing so?—Some of them do, and some of them do not.

58,824. It is those that do that I am speaking of. I am not speaking of those that do not. You are very well aware that they cannot carry their improvements away with them?—No. Do not mistake me. Where any man is fairly entitled to any permanent improvement, nobody is more ready to give it to him than I am, but to pay him for what he thinks an improvement, or for some *quasi* improvement, that is another thing altogether. I say I would be only thankful to pay any of my tenants for any permanent improvements that they make. Therefore do not run away with an idea of that sort.

58,825-6. But have you ever paid them for any general improvements?—Because they have never done any, not one to my mind, not what I call a permanent improvement.

Sir John Llewelyn.

58,827. I understand you admitted the right of a tenant to compensation where he improved the land?—Oh, most distinctly. No man does it more than I do. Most distinctly. I do not want anybody to run away with such a notion as that, and I would only be too thankful myself to pay any tenant for any permanent improvement he did. I should be very glad to see the man properly paid for it, but just for the sake of a few tenants that do it, to go and get a bill into Parliament for what you call good will and fixity of tenure; it is not in the least suitable for Wales, I am quite sure of that.

Chairman.

58,828. Mr. Vincent asks: "Was not the name of Mr. Ellis mentioned in the summary

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[Continued.]

Chairman—continued.

"sent to the Secretary some time ago?" I find that that is so. I see it says in the summary. "As to enclosures of waste lands, particularly as regards the enclosures referred to, and the accusations made by Mr. Ellis, M.P."?—Yes,

The witness withdrew.

Mr. EDWARD GOODWIN called and examined.

Chairman.

58,830. You are a tenant farmer?—Yes.

58,831. Who is your landlord?—Mr. George Henry Adams' trustees.

58,832. Will you allow your statement to be read?—Yes.

The following statement of the witness was then read:—

Evidence submitted by Edward Goodwin, tenant-farmer, of Pen-y-Stryt Farm, in the parish of Tryddyn.

Occupation.—The usual date of entry on farms in this parish is the 30th of November on the land, and the 1st of May following to the house and buildings. Farms are let from year to year. There is no demand for leases, because land is let too high. Changes in tenancy are not frequent in this parish. The condition of tenancy is by agreement. There are some clauses that are considered oppressive, but I do not know of any of them being enforced. There are penalising clauses in nearly all agreements against ploughing up old pastures, and sub-letting land; but there are generally no causes for their enforcement. I believe that most tenants have a copy of their agreement. I entered on my farm, which is 82 acres in extent, about 11 years ago, at a gross rental of 110*l.* per annum, about 27*s.* per acre. My farm is situated near the middle of the parish, and about 800 feet above the level of the sea. Land of similar quality is let out something near the same rent, but there are so many different land-owners that every farm is let independent of each other. Small farms are let at much higher rents than large ones. The rents on upland farms are from 27*s.*, 17*s.*, and 10*s.*, per acre; lowland farms, according to quality, from 1*l.* to 2*l.* per acre. As a rule, tenants cart all materials for repair free of cost. Rents are fixed by private treaty between the tenant and the landlord, or his agent. The highest bidder is not accepted in all cases, but in most cases they are, which goes against fair rents being fixed, and the acceptance of tenants with sufficient capital. I do not know of any case where arbitration has been resorted to as a means of settling or re-adjusting rents. There have been some permanent reductions of rents, and some temporary reductions. I took my farm at a reduction of over 20*l.* on the old rent, and have had a temporary reduction of 10*l.* about four years ago. No notice of intended abatement is given to the tenants. No change in rents have been effected by re-valuation, but always by private treaty between landlord and tenant. The reduction in the price of wheat, during the last 12 years, has been 33 per cent.

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Chairman—continued.

that is the one that I first alluded to. That is Caerhun enclosure.

58,829. Then Mr. Vincent asks: "It is only a general statement of Mr. Griffiths' that, you traverse, is it not?"—Yes, quite so.

Chairman—continued.

and the price of cattle about the same. Rents are usually paid two to three months after they fall due. Tithes, land tax, and all local rates are paid by the tenant. Income tax is paid by the tenant, but allowed in the rent.

Cultivation.—There is no scarcity of labourers, but fences, ditches and watercourses are much neglected. There is no land going out of cultivation, but there are four farms let to the same tenant to preserve game mostly. There has not been any considerable change in the nature of cultivation, excepting that less wheat is grown, more roots grown and less fallowing. Contracting out of the Agricultural Holdings Act is a clause in most agreements in this parish.

The General Condition of the Farming Population.—In this parish farmers and their wives and children work on the farm. The children are not in receipt of wages. It would be impossible to pay present rents if all the labour done on the farms was paid for. In my opinion, the chief causes of agricultural depression are foreign competition and the insufficiency of the land laws to protect the farmers. The classes most affected by the depression are:—(a) The farmers and their families, because they work harder themselves and have to leave undone many things that ought to be done, because they are unable to pay others for doing it. (b) Farm labourers, because farmers owing to their inability to employ them, employ lads and inferior men, whom they can get for the lowest pay.

Remedies. The remedies which I would suggest for improving the profits from land are:—Security of tenure, fair rents, and a Land Court to settle all disputes that may arise between landlord and tenant, which they are unable to settle themselves by private treaty.

The general relations between landlord and tenant in this district are friendly. I have not heard of any landlords enforcing their agreements, only when a tenant leaves his farm. They never interfere in politics or in religious differences.

Sir John Llewelyn.

58,833. You say you think that fair rents should be settled by somebody else. Do you not think that the landlord and tenant are the best people to do it?—Well, I rather would have somebody different, to spare any bad feeling that might arise between landlord and tenant.

58,834. Who?—I think any Board of Arbitration appointed by the County Council, or

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Mr. E. GOODWIN.

[Continued.]

Sir John Llewelyn—continued.

anyone besides those that are interested in the question.

58,835. You think that they can settle the rent better than the landlord and tenant, do you?—Well, it is very difficult for trustees to alter the rents when they want to pay annuities from the land, and it is very hard on the holder that the rent cannot be altered.

58,836. You think that trustees are not such good landlords as some other landlords?—Well, my landlord does as much as he can to meet me, but he is in a very difficult position to do much.

58,837. With regard to the Land Court would you allow any lawyers to come into it?—I do

Sir John Llewelyn—continued.

not care who. We do not want anything but what is strictly fair between landlord and tenant, let it be lawyers or anybody.

Mr. Grove.

58,838. Would you always like the landlord and tenant to try to agree first?—Yes.

58,839. And in many cases I suppose you think they would agree?—Yes, I believe they would.

58,840. But when they could not agree you would look for some other party to step in and say, "now this is fair between the landlord and tenant"?—Yes.

The witness withdrew.

Adjourned to Holywell.

1 September 1894.]

Mr. W. C. PICKERING

SIXTY-EIGHTH DAY.

The Assembly Rooms, Holywell, Flintshire, Saturday, 1st September 1894.

PRESENT :

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
 Mr. DAVID BRYNMOR JONES, Q.C., M.P.
 Professor RHÛS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.
 Mr. EDWIN GROVE.
 Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. WILLIAM CLOVES PICKERING called and examined.

*Chairman.**Chairman—continued.*

58,841. Are you agent to Lord Mostyn and a fellow of the Institute of Surveyors?—I am.

58,842. You desire to make a statement to us?—Yes. With your permission I should like to go through my statement, and I will take up as little time as I possibly can.

58,843. Tell us anything of interest and importance to the neighbourhood and to the Commissioners, at the same time do not repeat the sort of evidence we have heard a good deal of?—Certainly. I will try and make it as short as I can.

I am agent to Lord Mostyn and for the Mostyn estates. The estate consists of 6,350 acres. The manor of Mostyn, of which a portion of the estate consists, comprises 3,091 acres, and with your permission I should like to read an extract with regard to the right or title of his Lordship to that manor.

"The vill or manor of Mostyn with all its rights was sold to a predecessor of Lord Mostyn, by letters patent of the 11th July in the 12th year of James 1st; and since the present Lord Mostyn and his predecessors became possessed of the said vill or manor they have paid all and every the various sums, rents, or values by the said letters patents reserved or made payable, and they have paid and continue to pay the same to the former Kings and Queens of this Realm and to her present Majesty.

"Before the year 1816, the northern portion of the manor, which goes to the channel of the Dee, was only navigable to small vessels; but from that date to 1831 Sir Thomas Mostyn spent between 25,000*l.* to 30,000*l.* in making the Gutter navigable for large vessels, extending the pier and quay and forming a dock." I may say the rent is paid to the present day.

There are no courts held in connexion with the manor. I know of no difference in effect where land is managed under mortgage or

otherwise. There is very little call for recreation grounds in my district. I should certainly say that the tenants are treated more leniently by large than by small landowners. As to absentee landlords, I do not think any rule can be laid down. I may say that neither language, politics, nor religion are ever considered in choosing tenants.

I have had six years' special training in Shropshire, and in 1877 I was appointed agent to Mr. Sandbach, where I remained for eight years. I also had the management of a farm of between 300 and 400 acres. On leaving, the tenants presented me with an address thanking me for what I had done for them. It may sound egotistical; but they appreciated what I had done for them, and I am pleased and thankful to them for it.

With regard to the dates of entry in the neighbourhood, it is generally on this estate on the 30th November for the land; and the house, boosey, and part of buildings on the 1st May following. The farms are let from year to year, and I have had no demand for leases. In resuming occupation of a field, for planting or otherwise, compensation is always granted and notice given. I know of no grievance from damage by timber cutting, and should there be, I generally arrange with the timber merchant to compensate the tenant for it. In the case of taking any land for mining or other purposes compensation is always granted. I have never heard of any clauses in the agreement being oppressive. With your permission I will hand in the agreement. There are two agreements, one an old agreement and the other one which I have now brought out and intend to carry out on the estate. (*Handed.*)

58,844. May I ask you one question with reference to the agreement. I suppose his Lordship's tenants have practically freedom of

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Mr. W. C. PICKERING.

[Continued.]

Chairman—continued.

cultivation?—They have in the new one; but I may say that under the old one it was practically freedom of cropping.

58,845. Is there a clause to prevent hay and straw being sold?—In the old agreement there was. There were penalizing clauses to that effect.

58,846. But the penalizing clauses were never enforced?—They were never enforced.

58,847. And in the new agreement they are struck out?—Yes; with the exception of breaking up pasture. The tenants are given copies of the agreements, and the rent is generally based on the gross at so much per acre. The rents of the smaller tenantry are certainly higher than those of the larger ones, on account of the extra expense in building. There are no services required on the Mostyn estate—no services with regard to the payment of rent—and the rent is always fixed by private treaty. I have never let a farm to the highest bidder, but always try to choose the most practical farmer; and I have always found that that has been the means of a fair rent being fixed. In choosing a tenant I generally endeavour to accept one with sufficient capital; and no case has ever arisen where it was necessary to resort to arbitration for the fixing of the rent. The rents have not varied that I know of in the last 50 years—if anything they are lower. I have made permanent abatements on this estate. In 1885 there was 15 per cent. allowed to those not permanently reduced, and then to 1889 10 per cent. was allowed.

58,848. Neither of them permanent?—No, those were temporary, then 5 per cent. to Michaelmas 1890, and then 5 per cent. from March 1891 to March 1892, and from that date 15 per cent. to the 25th March 1894. To those permanently reduced I allowed 10 per cent. from the 25th March, 1892, to March 25th, 1894. I may say, that 36 of the principal tenants on the estate have been permanently reduced in rent. The permanent reductions amount now to 478*l.* per annum, and the total amount of temporary abatements since Michaelmas 1885 amount to 4,210*l.* When the rents are reduced it is always by private arrangement between myself and the tenant. As to the chief fluctuations in prices, I will hand in a list. (*See Appendix.*) The rent is generally collected four months after it becomes due. I may say the rents used to be collected in the middle of January and July, but the tenants spoke to me and said, if we could possibly throw over the rent for another fortnight it would be a great boon to them, because they would then have the benefit of the Caerwys Fair. I need hardly say that his Lordship was only too glad to accede to their request, and I have been told by the tenants, that, having an opportunity of selling at that fair before paying their rent, has been a benefit of 10 per cent. to them very often. The effect of the preferential claim on the position of the tenant I consider is beneficial, as it enables the landlord to give his tenants time to pay. The charges on the land—the tithe—are paid by the

Chairman—continued.

owner, the land tax by the tenant. What chief rent there is, I see is paid by the owner, and the local rates by the occupier—the income tax by the owner. The size of the farms average from 30 to 80 acres.

58,849. Are there any farms larger than that?—Yes—12 farms under two acres.

53 farms of 2 acres and under 10	
24 " 10 " " 20	
26 " 20 " " 50	
23 " 50 " " 100	
8 " 100 " " 150	
4 " 150 " " 200	
1 " 200 " " 250	
1 " 250 " " 300	
2 " 300 " " 400	

Then as to small holdings, there has been very little consolidation of small holdings. I do not agree to any sub-letting. Then as to the practical skill between a large and small holding, there is decidedly more practical skill on a large farm. Then as to the ability of the tenants to provide for their families, this I consider depends a great deal on their individual character and industry. There is a certain amount of scarcity of labour, and I may say that the fences are not altogether as they should be, and certainly the ditches and watercourses. I am sorry to say, that a good many outlets to the drains are not properly attended to by the tenants. I know of no land going out of cultivation, nor do I know of any waste land being reclaimed. I do not consider that there would be any benefit in ploughing up the rough land that we have on the estate, and there is very little draining required. The arable land laid down to pasture is generally at the tenant's expense, but if he were to go, compensation would be allowed him. There is undoubtedly a decrease in the root crop, and there is very little fallowing now in force.

58,850. If a tenant laid down grass at his own expense, would he be allowed to plough it up at the end of his tenancy?—Yes, certainly, so long as it was not permanent pasture. Then as to the effect of the decrease in the root crop: there is no doubt the cattle in the winter suffer a great deal from it, and I am sorry to say it keeps prices down, because I am perfectly certain the farmer cannot bring his stock out in the condition he should do, if he has not a certain amount of root crop. As to the improvements done by the landlord, I may say all the improvements are done by him. Drainage and irrigation is done by him—buildings for stock also. As to tanks for preserving liquid manure, I have not built any, neither have I had any cause to protect any encroachment from the river. Fences, gates, and posts are found by the landlord, and at certain times manure has been found by the landlord for a tenant where a farm has possibly been allowed to run down a certain amount of manure has been allowed him for a year or two. The tenants as a rule always buy their own seeds. I do not know of any

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[Continued.]

Chairman—continued.

co-operation for improvements. In the case of improvements partly or wholly effected by a tenant, the tenant is compensated on leaving I may say. Then as to the Agricultural Holdings Act, we do not hear very much about it in the neighbourhood. I do not know of any custom of the country, but so far as any practice exists, the outgoing tenant is entitled to two-thirds of the wheat crop after bare fallow, and half after other crops, and he gives up the land on the 30th November, and a portion of the buildings, and the rent on the 1st May. I have not had any notice given me by a tenant for improvements under the Agricultural Holdings Act. Tillage and cultivation if done are paid by the incoming tenant, or failing him, by the landlord. As to the manure and produce remaining at the expiration of the tenancy, I may say in that case the tenant generally goes out as he came in, and if there are any permanent improvements they are always paid for. The outgoing tenant has the boosey pasture and half the stable and house until the 1st May.

58,851. Is there any complaint about that. We have heard complaints about the incoming tenant not being able to leave the house till the 1st May. Do you consider that fair?—I think the outgoing tenant should be allowed the house, and a portion of the buildings, because he may have a certain amount of produce to consume, and it would be rather awkward if he was away from the holding during that time.

58,852. Your practical opinion is that that is the best plan?—It is. I have not known any case since I have been here of a tenant not obtaining sufficient compensation for his improvements. I know of no case of compensation being given for the generally improved condition of a holding. There is no such thing as a recognised right of a tenant to dispose of any interest he may have in the farm. As to game preserving, I may say first that rabbits are not preserved, hares are very scarce; other game are preserved to a small extent. As to tenants availing themselves of the Ground Game Act, I may say they do certainly avail themselves of it. There is not much game damage on the estate, but where there has been any case of excessive damage, we have allowed compensation. As to tenants beating covers, of course they are not expected to, but I am glad to say that a few are sportsmen enough to do so and are glad to come and see the game killed. I should certainly say that if game were reared to any great extent it would be against good cultivation. The relations between landlord and tenant I may say is rather improved than otherwise. With regard to labourers, I do not know that they are affected very much. With regard to the public generally, they to a certain extent are able to get a rabbit, a hare, and a pheasant, which possibly they would not do if there was no game preserving—so that it may be taken that it provides a certain amount of food supply. I do not know of any bee-keeping carried on to any extent. There have been some instructions given in butter and cheese making at Whitford, and I may say the

Chairman—continued.

classes were fairly well attended. I made some experiments on the home farm last year with regard to different manures for the growth of turnips, but I am sorry to say owing to the drought the turnips were a very poor crop—I may say almost a total failure—although it has had a beneficial result this year on the corn and the seeds sown after turnips. The agricultural classes I refer to have been held at Whitford, if it were possible for the professor who comes down to hold these classes to attend personally on the farm and suggest certain improvements, it would be better than holding a class at night where there is no possibility of so much instruction being given as if he were to attend at the farm. They are, however, fairly well attended. There is co-operation amongst farmers for threshing and harvesting. Very often they buy a threshing machine between themselves and let it out to different farmers. I do not know of many farmers insuring their stock and crop. The landlord always insures the buildings. As to any combination between landlords not to accept tenants of a certain description, I most emphatically say there is nothing of the sort. Tenant farmers and their wives do to a certain extent take part in the manual labour of the farm, and their children in many cases work at home. I consider the rents of farms could be kept up even supposing there was no child labour, because the men I have seen who have no children seem to get on very well. The labourers generally live in the cottages; they are in fair condition and chiefly stone and slate. There are generally gardens to the different cottages, and in one or two cases they hold from the tenant but chiefly from the owner.

As to the relations existing between the landlord and tenants on this estate, I may say I have every reason to believe they are of the most friendly and cordial description. To bear out that statement, with your permission I will read a copy of an address presented to Lord Mostyn at the last rent audit dinner in February.

58,853. If you please?—I may say it was signed by every agricultural tenant of any importance.

Mr. Brynmor Jones.

58,854. Are they here?—I think there are several of the tenants here. "To the Right Honourable Lord Mostyn.—We, your tenants, on the Mostyn estate, beg to tender to your Lordship our grateful thanks for the great consideration which you have bestowed on us, in meeting us so practically and feelingly during the periods of great agricultural depression, which has been and is still hanging over us. We thank you also for showing your sympathy in all kinds of distress, and for your continual presence with us, really dwelling amongst your own people. If you have in a slight degree made yourself poorer by your many and good deeds, you have on

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[Continued.]

Mr. Brynmor Jones—continued.

"the other hand gained immeasurably more in the esteem and affections of your tenants. We hope that the Almighty will lengthen the lives of yourself and your noble lady, so that you may both continue in the good way which you have followed since you came to live amongst us. Allow us to be your faithful tenants."—Then follow the names of the tenants.

58,855. Is this address you have referred to signed by all the tenants?—Every tenant of any agricultural importance.

58,856. Was it prepared before the dinner?—Well, I cannot say when it was prepared. I presume it was, because it was presented at the dinner.

58,857. What had Lord Mostyn done besides making the abatements and reductions of rent that you referred to?—That is what they referred to.

58,858. And that is the only thing?—He has met them, I believe, in other ways. Besides the permanent reductions, there have been private matters that perhaps I had better not go into.

58,859. In what parishes is the Mostyn estate situated?—Chiefly in the parish of Whitford.

58,860. Is that a Welsh or an English-speaking parish?—Well, it is chiefly English-speaking; I mean to say that everybody, with very few exceptions, understands English.

58,861. Do the tenant farmers in that parish habitually use the Welsh language in intercourse amongst themselves?—Some do and some do not. Of course at a fair, or anything of that sort, possibly they would.

58,862. Do they attend Welsh places of worship for instance?—Well, I really do not know; I suppose they do; I presume they do.

58,863. There are chapels where Welsh is preached?—Oh, yes.

58,864. Are most of the tenants Nonconformists?—Really I could not say, for I never make any inquiries with regard to the religion of the tenants; but of course there are a good many, I have no doubt.

58,865. What are the arrangements for labour on the farms on the estate; are most of the labourers men who are lodged at the farm houses, and are they chiefly engaged by the year, or are they labourers on their own finding, working for weekly wages?—There are some that work by the year, but as a rule they are chiefly on weekly wages on the estate.

58,866. Take the men who work on weekly wages; where do they live—in cottages on the farms taken directly from Lord Mostyn by the farmer, or in cottages elsewhere?—Chiefly in the villages. There are of course some men taken on by the year, and they, as a rule, reside on the farm.

58,867. What is paid for an ordinary cottage, per week, in this part of the country?—They vary; from 1s. to 2s.; some are a little higher—there are some 3s.

Mr. Brynmor Jones—continued.

58,868. Have most of the cottages got gardens?—Yes, most of them.

58,869. Have any labourers got allotments besides gardens?—No. I may say there is really little or no call for allotments. I have now a few allotments of a quarter of an acre and there are still some of them not taken. I have never had any applications, but we should be only too glad if we had an application to put some land down for allotments.

58,870. Are the cottages modern cottages mostly?—Many of them are very old cottages, and I may say that as to 91 of the cottages, the lease fell in some few years ago, and they were left in rather a bad condition, but we are improving them, I am glad to say, every year, and I hope in a few years we may pass a clean bill of health with regard to that; but they were certainly in a very bad condition.

58,871. We saw some very bad cottages on the road coming from the station this morning?—Which way did you come.

58,872. Past the brewery and by St. Winifride's Well?—That is nothing to do with Lord Mostyn; that is not his property.

58,873. You think the cottages on the Mostyn estate are better than those we saw?—I should not like to draw any invidious comparison, but I think they compare very favourably.

58,874. With regard to the agricultural classes, were they in connexion with the Bangor University College?—Yes. Professor Gilchrist came down and certainly gave some most interesting lectures—very interesting indeed.

58,875. I quite follow what you say, that it would be better if he went to the farm houses, but I suppose what he comes to do is rather to instruct young people in the theory, is it not?—Yes, possibly it may be, but I think there are older farmers, or men who have been in the farms some time, who would be only too glad of any suggestion that could be made to improve their cultivation.

Mr. Griffiths.

58,876. What is the name of the Professor who comes round giving lectures?—Professor Gilchrist.

58,877. Then he has just left?—Yes, he has gone to Reading, I think.

58,878. You said, I think, that the attendance is not very good at these lectures?—It is pretty fair.

58,879. Are the farmers free enough to ask him questions?—Oh, dear, yes.

58,880. Still you think if he went to the farms, everyone would be able to bring his own case before him?—Certainly; he would be able to put his case better before him there than in a room. If he went over the fields—actually on the fields—he would be able to make suggestions, and it would bear more weight with the farmers, I think, than hearing what they think is nothing but book lore.

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[Continued.]

Mr. Griffiths—continued.

58,881. Were the experiments that were tried last year on grass land?—No; it was on arable land; the experiments were mostly as to the manuring most suitable for turnips.

58,882. You had no experiments on grass land at all?—No, we had not.

58,883. It was a bad year for it, if you had?—It would have been, very.

58,884. Do the cottagers keep cows upon Lord Mostyn's estate?—Yes, there are a few that keep cows, and we are always very glad indeed to let anybody that we can have a little bit of land for keeping a cow. It is a very great help to a labouring man.

58,885. Do you think there is a demand for such cottages by the working people?—I think the supply, so far as we are concerned, is equal to the demand.

58,886. Have you any reading-rooms in this district?—We have a reading-room, which is fairly well attended.

58,887. A general reading-room?—Yes, a general reading-room.

58,888. It is not very well attended, do you say?—Fairly well attended.

Mr. Richard Jones.

58,889. What is the reason of the decrease in the root crops?—I suppose they would say it is rather an expensive crop to grow; it may be that, but I only wish to goodness they would grow a little more.

58,890. But still it is one of the most profitable means of cleaning land, is it not?—I quite agree with you. They do a lot of cleaning with potatoes. They have done so.

58,891. But potatoes do not clean land, I think?—Certainly not so well as roots, and they exhaust it a great deal more.

58,892. It is one of the most exhausting crops?—Quite so.

58,893. Is fallowing fallen into disuse?—Yes, it is a good deal, now,

58,894. Then, consequently, the land is not generally so clean, or in so good a condition as it was years ago?—On certain farms, I am bound to state, it is not quite as good, but there are certain exceptions. Taking the run, I think that the land is certainly not quite in such good heart as it used to be.

58,895. Do you think that want of capital has anything to do with it?—No, I do not think there has been anything of that sort, so far as I know. They are a great deal too fond, I think, of growing corn. They are very fond of growing a great area of corn.

58,896. Growing corn?—Oats, barley, and that sort of thing.

58,897. They do not grow very much wheat?—Not very much wheat.

58,898. Of course oats and barley pay, as a matter of fact?—Well, they do now. Of course last year the straw paid for the wheat. It was up to 6*l.* a ton here—oat straw and wheat straw; but that is, of course, an exception.

Mr. Richard Jones—continued.

58,899. Are there any farms run out here—thoroughly exhausted?—No, I could not say that.

58,900. Do you think that the standard of farming on Lord Mostyn's estate, generally speaking, is as high as it was 20 years ago?—I cannot say; I have only been here nine years.

58,901. Are there any tenants in arrear with their rent?—Well, as it is the case on all estates, there are one or two in arrears, but otherwise, I must say, that they pay it remarkably well. I think we shall always find that on every estate there are a certain few who cannot quite keep their heads above water.

58,902. Would you regard those few as thrifty and industrious farmers?—They are improving, and the reason they are in arrears is that we have rather allowed them to go on, because we could see they were pulling themselves round, and we did not press them perhaps as we might have done. Their farms are improving, and allowing these few arrears to accumulate has been of very great help to them, and I have no doubt that in the present times, or the good times which we appear to be going to have, they will clear their arrears off.

58,903. Do you think those farmers started with sufficient capital?—The farmers I refer to were before my time; possibly they may have been a little bit in straitened circumstances; but some of them have got very large families, which are now growing up, and that, of course, possibly might be a help to them.

58,904. Do you find a tendency amongst farmers to take farms larger than they are able to stock?—No, I do not.

58,905. Of course the temptation is very great, because, as a rule, the larger the farm, the cheaper the taking?—Not always; it is as a rule.

58,906. It is as a rule?—It is as a rule. A large farm is, perhaps, possibly, lower than a small farm, because really on a small holding the expenses of the buildings increase it, although the land may not be any better.

58,907. Do you find the competition for farms very keen?—Yes. We have had no farm on hand since I have been here—the last nine years. There were two farms, not in this immediate neighbourhood, which were vacant for six months, but one farm really fell in with the lease—a portion of it.

58,908. Was that on Lord Mostyn's estate?—Yes, on his Flintshire estate. The case I refer to was with regard to a man who had taken a lease. A portion of it was the Bishop's land, and a portion of it was his Lordship's land, and at the termination of the lease the buildings had got in rather bad repair, and generally dilapidated, and after we had got the buildings in good order, I let a portion of it, which is let now, and the tenant has been there ever since—for the last eight years.

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[Continued.]

Mr. Richard Jones—continued.

58,909. Did you reduce the rent of that place?—Yes, the rent was reduced, although we had a desperately heavy outlay on the buildings.

58,910. Are there any sheep runs attached to the farms?—There are, but to no great extent. Near Halkin, they have a right of run—on the Halkin Mountain.

58,911. Is a certain portion of the mountain allotted to each farm? I believe there are a certain number of sheep allotted to it. In those cases of sheep runs I certainly think there ought to be some rule regulating the number of stock kept on them, because I have seen in my own experience a man who possibly may hold only a few acres and be a sort of dealer have his 200 sheep running there, and a tenant with his few acres who has no sheep or few sheep, and keeps up the number of sheep allotted. Also the class of sheep that are kept there, I think, might be vastly improved by keeping better male animals on the mountains.

58,912. Then it is really grazing without stint?—I should say it was on this mountain. I think you will really hear something more about this from another witness.

58,913. From a tenant farmer?—Yes.

58,914. Have there been many changes in tenancy on the Mostyn estate?—Not during my time. We have got several tenants on the estate, who have been on the estate for generations. There is one case in point, where the family has been for over 300 years, and there is another case where the family has been on the farm for five generations, that is, 150 years. Three have been on farms for over 100 years, and others from 50, 30, and 20 years. There have been a few changes in my time.

58,915. Of course you have not been long enough there to be able to give any comparison?—I have not, but what I say is that, so far as I know from the estate books, the changes in the tenancy have not increased.

58,916. Have there been any failure of tenants on the estate?—No, I do not know of any failures on the Mostyn estate.

Mr. Grove.

58,917. Did you state that you had had no claim under the Agricultural Holdings Act?—I have had no claim.

58,918. Do you think the tenant farmers are acquainted with the provisions of the Act?—I think some are, but I do not think it is really of very great value.

58,919. Do you think the majority of them would be acquainted with it?—I think so. I think they would avail themselves of any clause in it.

58,920. Have they any farmers' clubs or agricultural associations?—None in this district—not in this immediate district.

58,921. You say you give compensation for damage by game?—Well I have allowed it.

58,922. Do you mean damage by game under the Ground Game Act, that the farmers could

Mr. Grove—continued.

deal with themselves?—Oh, yes, the farmers can deal with themselves.

58,923. Even in those cases you give compensation?—I have given it in cases where the farmers could have snared the rabbits, or trapped or shot them.

58,924. But not damage by winged game, as apart from that?—No, this was not winged game.

58,925. In this peripatetic teaching that you are proposing, it is a new feature and a very interesting one. In Denmark the State employ three experts, who go round wherever they are required, either by an association or by a private farmer, at a very small cost, from 4s. to 5s. a day, I think it is, and he is ready to give instruction. Is it something of that sort you mean?—Exactly.

58,926. But do you not think a process of that kind would be very slow?—No, I think they could cover a fair area. I mean to say, they could take it yearly. They could visit a farm—take it, we will say, in the spring and the autumn, and go to an adjoining farm. There might be one man who would want possibly to know how to improve his pasture, and another man might inquire with regard to corn, and so on.

58,927. So that you mean he should be an agricultural expert really?—Quite so.

58,928. And not particularly applied to butter-making or cheese-making?—No.

58,929. You mean generally?—Yes, generally.

58,930. You have not made any liquid manure tanks, I think you say?—No, I have not.

58,931. Do you think they would be desirable in places?—I certainly think they would.

58,932. Would they be very expensive to construct?—They would be rather expensive.

58,933. Do you think there is sufficient labour on the land now?—Yes, I think so.

58,934. And sufficient cottages for housing the labourers?—Yes, there are sufficient cottages. We have a good many cottages empty now.

58,935. Just one other question as to the reading-room which is fairly attended. There is no doubt that sort of thing is most valuable and useful, and ought to be more developed, if possible. Who manages the reading-room?—Well, the schoolmaster in the village has a certain amount of management.

58,936. Do you think if the management of it were more amongst the labourers themselves, and if they would form a small committee to manage the matter, that it would make it more attractive to them?—I am afraid not. In other cases where we have tried it, it is not very well attended. They prefer not sitting at home, but they have their own houses of meeting.

58,937. It is a suggestion that we have had made in other places, that if the management were more distributed amongst the men themselves probably it would be more attractive to them?—Yes.

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[Continued.]

Professor Rhys.

58,938?—When a farm becomes vacant, who generally succeeds; is it a member of the family?—I cannot say that that is the custom, but it is the practice. I mean to say, I should give the preference to a relative. I should give them the first option, I may say.

58,939. Is there anything in the nature of a goodwill?—Nothing that I know of.

58,940. You do not know what negotiations there are between the incoming tenant and the outgoing tenant?—No, I should set my face against that.

58,941. Would you hear of it, do you think?—I think I should hear of it.

58,942. Some of the farmers have servants, I suppose, besides labourers?—Yes, some few of the larger farmers.

58,943. Not many?—No, not many.

58,944. How do they house them, do you know?—In the farms that I refer to the female servants are in the house, and the men, as a rule, sleep in the out-buildings, as it were—in rooms prepared for them.

58,945. We heard the other day in the district of Maelor Saesneg, that they arranged matters somewhat differently, and that the men slept in the houses?—In the cases I referred to that is not the case. There are very few really who employ servants who sleep on the place.

58,946. So that you could not exactly say from that what would be the influence on the conduct of those men, and on their morality?—No, I cannot, I am afraid.

58,947. The cases are too few for you to judge?—They are, I think, too few to draw a hard and fast line.

58,948. Then you have no difficulty about language, I think?—None at all, I have never found any.

Sir John Llewelyn.

58,949. Did you not hand in just now a list of the holdings on the estate, giving those under two acres and those above?—No, but I shall be very happy to do so.

58,950. You need not trouble about the exact figures; I was going to ask you a question upon it as to whether it is your opinion that it is a good thing for the country that there should be a variety in the size of holdings?—I do think so, but at the same time I think that on every estate there should be two or three large farms, because as a rule the tenants of the large farms keep a better class of stock than the smaller class of farmers could possibly afford to do, and in that way they improve the stock round about.

58,951. I notice that you call them farms, even though they are from two to 10 acres?—Perhaps I was wrong in classifying them as farms.

58,952. If there are a large number who have on the average two acres of land, perhaps that would account for their not wanting allotments?—I have prepared a statement, which, if I shall not be taking up your time, I will go into, as to the number of those farms.

Sir John Llewelyn—continued.

58,953. You give the number?—I give the number. There were 12 of about two acres, and under 10 there were 53.

58,954. That is a large number of small holdings?—That is a large number of small holdings.

58,955. You have told us that in your opinion it is a good thing for the country that there should be a large number of these small holdings?—Yes.

58,956. In your opinion has there been a tendency on the part of the men who inhabit these small holdings to acquire larger ones. Do they want more land?—I do not think I can call any case to mind. They are perfectly contented with their holdings.

58,957. Even if they have 10 acres?—Yes.

58,958. I suppose these men have some other occupation?—Yes. As a rule they are labourers who work away from their little holdings.

58,959. With regard to the larger farms, what is your opinion as to the leases, are they desirable or not?—I have never had an application for a lease, and I really think that a tenant would rather have a free hand than be tied down for a number of years to a farm.

58,960. Do the people think they have sufficient security of tenure?—There is not the slightest doubt as far as my opinion goes. From my experience in Wales after 17 years I have no hesitation in saying that they consider themselves just as free and as likely to remain on the farm as if they had a lease for 100 years. I mean they will never be removed so long as they carry out the terms of their agreement. I am speaking entirely from my view of the case, and from what I have seen in my experience.

58,961. Your experience has been that there have been no evictions?—None.

58,962. Not on your estate?—No.

58,963. Have you ever heard of any?—I cannot say that I have.

58,964. Then with regard to rent, is that fixed upon an average of seasons, good and bad?—No, we have no sliding scale. These cases have been met with the permanent abatements and the temporary abatements.

58,965. My question arises out of a statement which you made, I think, to the effect that you considered that the crops of this year are attributable to the failure of last year's crop—in regard to the turnips?—That was really meant in this way: the experiments that I tried on the home farm were applied to turnip land. This was a failure owing to the draught, but I looked over all those plots before we cut our oat field—where the clover was—and I could certainly see that it had borne fruit, and that where these manures were not supplied there was not anything like the crop. But I do not say that it was on account of the failure of the turnip crop; of course it stands to reason that if there had been a very heavy turnip crop possibly there would not have been so much left in the land.

58,966. Do you consider the crops this year are better than last year?—Very much better.

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[Continued.]

Sir John Llewelyn—continued.

58,967. I suppose it would be the case that a landlord or agent in arranging the matter of rent would look upon an average of seasons rather than one good or bad season?—Certainly. I should not think of raising the rent on a good year.

58,968. What is the average of rent per acre in this immediate district?—I cannot very well speak with regard to the land in the district.

58,969. Can you give an average; would it be 15s.?—I may say that our land runs from 7s. to 25s. an acre.

58,970. That would vary with the quantity of land, and whether it is accommodation land near the town or not?—That would have a good deal to do with it. I may say that the accommodation land would run up to more, perhaps to a couple of pounds, but what I mean by 25s. an acre for a farm is when it is a good mixed farm—a good arable and pasture farm.

58,971. Has there been much tendency to lay down arable to pasture?—Not very much lately, taking it as a rule on the estate.

Chairman.

58,972. We were very glad to hear that the relations between his lordship and his tenantry are as good as possible. What is your opinion of the tenantry themselves, are they an industrious lot of people?—I certainly think they are.

58,973. A hard-working and industrious set of people?—I consider them to be a hard-working and industrious set of people.

58,974. And they do their best to improve their farms?—They do.

Professor Rhys.

58,975. You think on the whole that they do improve their farms?—There are some that are getting, as I said before, run down a little bit, but taking the generality, they are improving their holdings.

58,976. There are some that do improve them?—There are undoubtedly some that have improved them vastly.

Mr. Griffiths.

58,977. Then you are not of the same opinion as the gentleman we had before us yesterday. He said that the tenant farmers of Wales do not improve their land?—I must say I am speaking from my own experience. I say that there are some that do improve it.

58,978. There must be some very great lack of confidence if they do not improve their land; it is very much to their own benefit to do so?—Certainly it is.

Mr. Richard Jones.

58,979. To pursue this point of improvement, I will just ask you this question. Have you ever had any claim under part three of Schedule I for compensation under the Agricultural Holdings Act?—Never.

Mr. Richard Jones—continued.

58,980. Then may we take it that they do not bone land or apply any cake?—I am sorry to say there is not nearly enough cake used. I should like to see a great deal more used. There is no doubt it is very beneficial to the tenant, and you will see by the agreement I have inserted that we should allow compensation for any cake that is used on the holding, and I only wish that the tenant farmers would see what an improvement it is to their stock and their pasture.

58,981. Do you think that the farmers are not alive to the importance of the matter?—There are a few, I am glad to say, that are using it now who did not use it a few years ago, and I have no doubt that they will increase when they see the beneficial result.

Chairman.

58,982. I have a question or two to ask you from Mr. J. E. Vincent. "Have you any further documents which might be of interest to the Commission—documents in the nature of tables?"—Do you mean to say with reference to imports and exports.

58,983. With reference to your estate?—No, I do not think I have.

58,984. You have handed everything in?—I think I have handed everything in.

58,985. I have some questions to put to you which are handed in by Mr. T. Vaughan Hughes. "Do you not think that there is a lack of a large amount of recent knowledge as to the cultivation of soils by your tenants?"—I think there is.

58,986. "For instance the composition of the soils cultivated, what they are composed of, and, secondly, the nature and quality of the manures which they apply?"—Yes, undoubtedly, and there is no doubt that with regard to manures the tenants in my opinion should avail themselves more of having them analysed.

58,987. "Do you not think that such knowledge respecting these soils is desirable on the part of your tenants?"—I think so, certainly, my Lord.

58,988. "Are any of your tenants acquainted with the provisions of the Fertilisers and Feeding Stuffs Act?"—Not that I know of.

58,989. "Do any of your tenants keep an account of the amount of food they take away from the soils they cultivate, and of the plant food in the shape of manures that they return to the soils?"—No, they do not know the nature of the soil sufficiently.

58,990. "Do many of your tenants utilise to the fullest extent the numerous labour-saving appliances devised within the last 10 years?"—I see an improvement in that direction.

Sir John Llewelyn.

58,991. Have you a table that you could give the Commissioners showing a comparison between the prices and the rents in the early part of this century and now?—I am afraid I have not a

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Mr. W. C. PICKERING.

[Continued.]

Sir John Llewelyn—continued.

table of the early century prices, but I may say that I could trace three farms on the Mostyn estate; in 1807, the rent of one farm of 69 acres was 56*l.*; in 1892 it was 50*l.* or 14*s.* 8*d.* an acre, which was a 12 per cent. reduction from that time. Another holding of 12 acres was practically the same.

58,992. It does not refer to all the holdings on the estate?—No, I cannot trace those back.

58,993. Only a few of them?—Yes.

58,994. May I ask if that return can be handed in?—With the greatest of pleasure, I should like to state that I omitted to state the amount of the rent roll.

Chairman.

58,995. That is so?—It is 5,413*l.*

The witness withdrew.

Mr. ISAAC TAYLOR recalled and further examined.

Chairman.

58,998. You are, I understand, agent for several estates?—I am.

58,999. Will you name them?—The Penbedw estate in Flintshire, belonging to Harry W. Buddicom, Esq.

59,000. How large is that estate?—3,823 acres.

59,001. Is there any objection to state the rental?—I can state the rental if you wish it; it is about 2,645*l.*

59,002. Then the Earl of Denbigh's estate?—2,057 acres. I only give you the agricultural land. The gross rental is 2,318*l.*

59,003. The Dowager Lady Vivian's estate I believe you are agent for also?—Yes. That is 607 acres. The rental is about 907*l.* 10*s.* 0*d.*, agricultural land only.

59,004. Is there any other estate you have to mention?—Yes, that of Sir Pyers. Mostyn, comprising 4,015 acres, rental, 5,054*l.*

59,005. Is there any other large estate for which you are agent?—There are no other large ones. I have the particulars of a lot of small ones here.

59,006. We will take them together, if you please, afterwards?—I can give you a copy of my notes.

59,007. Will you hand that in. We have not dealt with Mr. A. C. Lewis's estate?—I will give you his.

59,008. You have them all separate?—Yes, separate.

59,009. Perhaps the best way would be to go through them. We have the big estates?—Mr. Lewis, Bryn Edwin Estate, 256 acres, 377*l.* 10*s.* 0*d.* rent. Then Charles Michael Berington, Esq.—

59,010. What have you to tell us about that?—Do you want me to go into the particulars of these estates now?

59,011. If there is anything of interest in the neighbourhood, and to the Commission, with regard to that estate, please tell us?—I can

Chairman—continued.

58,996. The acreage is 6,350, and the rent is 5,413*l.*?—That is so. I may say that in the last 11½ years his Lordship has spent in repairs and improvements 11,400*l.*, in allowances to tenants, and for unexhausted improvements, 7,735*l.*, which, I think, makes a total of 19,135*l.*, that is to say, 29 per cent. in 11½ years.

Mr. Griffiths.

58,997. How do you account for the unexhausted improvements?—We arrive at that by valuation. The tenant and I make a valuation ourselves if the tenant has spent anything on unexhausted improvements, and we agree between ourselves.

Chairman—continued.

only say with regard to Mr. Lewis's property that he has for some years paid the tithe rent-charge for his tenants, which would be equal to a reduction of about 40*l.* a year. The rental of the principal farm has been reduced from 281*l.* to 200*l.* All repairs are done by the landlord.

59,012. Whose is the next estate?—I have here one or two which I have not mentioned; Charles Michael Berington's, 242 acres, rent 290*l.*

59,013. Whose estate is the Pen-y-Pylle; the acreage of which is 105, and the rent 140*l.* Have you the same statement before you as I have here. I think we had better deal with the properties in the order in which you have handed them in?—Yes. The first one is Mr. Buddicom's estate, the Penbedw estate.

59,014. You have told us of that?—You have not had any particulars of it. You have had the acreage and the rent, but I think I have not said anything about the abatements.

Sir John Llewelyn.

59,015. Is there a property called Pen-y-Pylle?—Yes.

59,016. To whom does that belong?—It has been in the hands of the mortgagees for many years. The mortgagees are in possession.

59,017. Whose estate was it?—It belonged to Mr. Beaver Roberts, Bangor. The acreage is under 105 acres.

Chairman.

59,018. Will you tell us about the Pen-y-Pylle estate?—The acreage is about 105 acres, the rental 141*l.* 10*s.*; abatements made in consequence of agricultural depression, 15 per cent. from March 25th, 1885, to March 25th, 1894. Permanent reductions, on one farm a permanent reduction has been made from 47*l.* to 40*l.* from September 29th, 1889. All repairs done by the

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Mr. I. TAYLOR.

[Continued.]

Chairman—continued.

landlord without charge. That is all with regard to that.

59,019. Now take the next one?—The Bryn Edwin estate.

59,020. Yes?—You have the acreage of that and the rental.

59,021. Is that Mr. Barnston's?—No, it belongs to Mr. A. C. Lewis.

59,022. I do not think we need go through all these small figures, you had better tell us what you know about Lord Denbigh's, Mr. Buddicom's, the Dowager Lady Vivian's, and Sir Pyers Mostyn's estates?—Yes. The first I will take is Mr. Buddicom's; the acreage is 3,823, the rental 2,645*l*.

59,023. What have you to say with regard to that estate?—Abatements made in consequence of agricultural depression, 1879 to 1890, 15 per cent., 1891 to 1892, 15 per cent., 1893, 20 per cent. There have been permanent reductions also made in the last 14 years of about 308*l*. per annum. The landlord does all repairs and has erected several new farmhouses and buildings, the annual expenditure being over 500*l*. per annum. He has recently offered to put up hay and corn barns sufficient to hold all their produce for the tenants, charging them 5 per cent. on the outlay. Many of the tenants have been on the estate for many years, and have succeeded their ancestors.

59,024. Have there been any permanent reductions on the estate?—Permanent reductions 308*l*.

59,025. Per year?—Yes.

59,026. Now let us deal with the Earl of Denbigh's estate?—The acreage of the estate is about 2,057 agricultural land. The gross rental of the same about 2,318*l*. Abatements made in rents in consequence of agricultural depression:—

From September 29th, 1885, to March 25th, 1890, 15 per cent.

From March 25th, 1890, to March 25th, 1892, 10 per cent.

From March 25th, 1892, to September 29th, 1893, 20 per cent.

Permanent reductions in rent have been made on several farms amounting to about 235*l*. per annum. The landlord does all repairs, and has expended an average sum of about 500*l*. per annum in improvements and repairs without any charge made to the tenants. In July 1893 Lord Denbigh received from his tenants a written expression of their gratitude for his liberal treatment, a copy of which is attached. I have the original here if your Lordship would like to see it.

59,027. You can put that in?—Will you go to Sir Pyers Mostyn's estate now.

59,028. Yes?—The acreage is about 4,015 of agricultural land only, and the rental of agricultural land only is 5,054*l*. Abatements made in rents in consequence of agricultural depression:—

From 1885 to 1889, 15 per cent.

" 1890 to 1892, 10 "

" 1892 to 1894, 15 "

Permanent reductions have been made on several farms amounting to about 340*l*. per annum. All

Chairman—continued.

repairs and improvements have been made by the landlord, the average annual cost of which amounts to about 550*l*. There are a large number of small tenants on the estate, not agricultural, which are not included. Which estate shall I take next?

59,029. The Dowager Lady Vivian's. That is Anglesea 'property, is it not?—No. I dealt with that in Anglesea; this is the property in Flintshire. The acreage is about 607 acres. The rental is about 907*l*. 10*s*. of agricultural land only. Abatements made in rents in consequence of agricultural depression; 1886, 1887, and 1888, 10 per cent., September 29th, 1892, to March 25th, 1894, 10 per cent. Permanent reductions have also been made to the amount of 42*l*. 10*s*. per annum. All repairs are done by Lady Vivian. Would you like to have the particulars of any of the smaller estates.

59,030. No, we will take it with regard to all the small ones that you can put them in in a schedule, if you please?—Yes.

59,031. I will ask you one question; the feeling I may take it between these landlords and their tenants is very friendly?—Very friendly, indeed.

59,032. Are there yearly agreements or leases, as a rule?—Yearly agreements, mostly.

59,033. Have you a form of agreement to hand in?—Yes. I have a general form which I use for all these estates.

59,034. It is the same form all over these estates?—Yes. I gave you one in Anglesea, I think.

59,035. I think we had better have it again.

[*The witness handed in form of agreement.*] You do not allow tenants to sell hay or straw?—Well, that is in the agreement, but they do it; particularly in the last year they did it; the price was so high.

59,036. You have no objection to that?—We did not object so long as they treated the farms fairly.

59,037. Then practically they have got freedom of cultivation?—That is so. Those penal clauses have never been enforced that I know of.

59,038. On these estates there is no complaint about the game?—No. There is very little game. There is no game, except on one or two of the large estates, and there is nothing like what there used to be there.

59,039. What is your opinion of the tenant farmers in this neighbourhood; are they an industrious, hard-working set of people?—Yes, I think so.

59,040. Do they improve their farms?—They do, many of them.

59,041. They do the best they can with their land?—Yes.

59,042. Were you present at the meeting yesterday at Mold?—No.

59,043. You did not hear Mr. Pennant Lloyd's evidence?—No, I did not.

59,044. He was asked the following question: See 58,775
"As a rule, you say that the Welsh tenant
"farmer does not improve his land," and his
answer was, "Yes, quite so." Do you agree

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Mr. I. TAYLOR.

[Continued.]

Chairman—continued.

with that?—That he does not improve his land?

59,045. Yes. Mr. Pennant Lloyd told us that the tenant farmers, as a rule, do not improve their land?—I do not agree with that.

59,046. You think the tenant farmers are an industrious class of people, and do improve their land?—Yes, they do improve their land, as a rule.

Sir John Llewelyn.

59,047. Just one question. You have given us a long list of the abatements upon the estates with which you are connected. I want to ask you whether the tenants exercise their opportunity of going before the assessment committee and getting a reduction in their rates?—They would not get it on those temporary abatements.

59,048. Even though those temporary abatements were continued for a long series of years?—They would not get it.

59,049. What is the reason, have they tried?—I do not think they have.

59,050. You do not think have they tried?—I do not think the committee would listen to it. If they get a permanent reduction they get a certificate from me, and they go before the assessment committee, and they get the rates reduced.

59,051. Quite so. You think that no attempt has been made?—I do not know of one.

Professor Rhys.

59,052. There is nothing to prevent the committee granting it, is there, excepting that they are not asked?—No, I should think not.

59,053. It is their own idea?—I do not know of a case that has been before them.

59,054. I know of its being done in a certain part of England, where the abatement is for three years, we will say?—I have never heard of it being done here.

59,055. There is nothing to prevent them if they thought proper to do so?—Oh, they could do it if they liked.

59,056. You do not think they have been asked?—I do not think so. I think that the committee would require a certificate from me, and I have never been asked for one for a temporary abatement.

59,057. You know very well how some of the farmers live, I have no doubt, in these parts?—In what way do you mean.

59,058. Their fare for instance?—Some of them live hard enough, and some of them do pretty well.

59,059. Would you mind telling us how they live generally—an ordinary farmer we will say?—Well, I really cannot tell you exactly.

59,060. Perhaps we shall get one of themselves to tell us?—Yes, I think so.

58,061. I asked Mr. Pickering just now about the farm servants, and he did not know of

Professor Rhys—continued.

many on the Mostyn estate?—I do not know of many either. If the farmers have sons, they generally do their work, but I think that about here there are plenty of labourers employed, who live in cottages. There are plenty of houses for them.

59,062. So that there are comparatively few farm servants living on the farms?—Not very many.

59,063. And those who do, have their beds in the outbuildings; is that the state of things?—In some cases we have separate accommodation for them to get to their rooms.

59,064. In the farmhouse?—Yes—a staircase outside.

59,065. You think that is a good plan?—Well, for the men servants I think it is; they like to have a little liberty, and they do not like to be obliged to come in very early very often.

51,066. No; but one of the witnesses who spoke on this subject said it was a good thing that they should have to come in at the time that the farmer wished, and I think he rather disapproved of the separate staircase, but that is not the idea here I understand?—No.

Mr. Grove.

59,067. Are leases ever asked for?—Very seldom; there are a few, but very, very few. I know some that have expired recently, and they have not applied for them.

59,068. They have not applied for them to be renewed?—No.

59,069. Have there been many sales of estates and properties in this district of late?—Yes.

59,070. Many?—Yes; there was one the other day near Mold.

59,071. Of what acreage, about?—About 700 or 800 acres. It was all sold except one lot, and many of the tenants bought their holdings, at very low prices too.

59,072. Do you know whether they bought them with borrowed money principally?—I cannot tell you that, because they have not settled for them yet. It is only lately.

59,073. What would be the chance of that being the case?—I think some of them would have to borrow the money.

59,074. What rate of interest would they pay for it, do you suppose?—I cannot tell you exactly.

59,075. What do you think it would be?—I should think they might get it at about $3\frac{1}{2}$ or 4 per cent. The rents would not be increased, because they have bought them very low. The landlord gave them an advantage, many of them.

59,076. Do you get any claims under the Agricultural Holdings Act?—I have never had one.

59,077. Do you think the tenants are acquainted with the provisions of that Act?—Some of them are. I think the bulk of them do not know much about it, and do not care.

59,078. You would consider it a fair thing to the tenant that his assessment should be reduced

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Mr. I. TAYLOR.

[Continued.]

Mr. Grove—continued.

on an abatement of rent, would you not?—Well, what I contend is this, that it is unfair to the other ratepayers. Somebody would have to pay the rates. If it was an abatement all round, it would be all right.

59,079. Of course the practice of unions varies very much?—Yes.

59,080. But we have found several cases in which, on a yearly abatement, the assessment has been reduced?—I have never heard of it here.

59,081. It is so in my own county, for instance, in some of the unions, and not in others?—A temporary abatement?

59,082. Yes, a temporary abatement?—I have never heard of it.

Mr. Richard Jones.

59,083. You would not consider it unfair to the other ratepayers if his farm was not of the same value—if it was reduced in value, would you?—What, the assessment?

59,084. Yes, to have a reduction in the assessment?—I say that I do not think that the assessment, as carried out, is fair at all, because they calculate it here according to the rent. The rents on one estate are much higher than those on others. I have known cases of a man being assessed at 30s. an acre, and his neighbour over the hedge, with equally good land, only at 17s., because he only paid 17s. for it.

59,085. I do not say anything about the mode in which the assessment is made, but the fact that the landlord makes an abatement on a farm assumes that the place is of less value, of course?—Oh, yes.

59,086. It would be unfair to the other farms if that is so?—I think there would be a difficulty about it, because, perhaps, you might only get an abatement for six months, and then the assessment would have to be altered again?—I do not think that it can be very well carried out.

59,087. As a rule you do not get an abatement for six months; it is generally for 12 months at the least?—Yes.

Mr. Griffiths.

59,088. I think the abatements you make are not the same on each estate?—No, you see they were 15 per cent., 10 per cent., and sometimes 20 per cent.

59,089. Do you have the different farms valued, or what is your rule?—No, we give it to them on the rent-day.

59,090. But how are you guided?—We give a per-centage on the rentals; where there has been a permanent reduction we do not give so much. If we give the other tenants 20 per cent. we give those who have had a permanent reduction 10 per cent.

59,091. You do not make any difference if you consider a farm is highly rented?—No, not at all. We give them the same all round.

Mr. Brynmor Jones.

59,092. In what parishes are these estates situate. We have not got that from you, I think?—Lord Denbigh's property is in the parish of Whitford and Holywell.

59,093. If you have given them already you need not give them again?—I think they are mentioned.

59,094. Are they Welsh parishes or English parishes?—Welsh.

59,095. Is the prevailing language of the tenant farmer Welsh?—Most of them can talk Welsh. They can also talk English, nearly all of them. I talk Welsh to them generally.

59,096. What do they talk amongst themselves?—Welsh, generally.

59,097. Are there many Nonconformists among them?—Several.

59,098. Am I right in gathering from your evidence that, notwithstanding the abatements that have been made upon these estates the tenants have found it a great effort to pay the rent?—I daresay they have had pretty hard work to do it; the prices of everything have been so low.

59,099. It has been a regular struggle for them?—I daresay it has to many of them.

Mr. Griffiths.

59,100. Do you speak Welsh yourself?—Yes.

59,101. And you find no difficulty in treating with the tenants?—No.

Chairman.

59,102. There is one question handed in by Mr. Owen Wynne: "Do you think the tenants have any control over their men after the 'day's work is done'?"—Well, I do not think so. Many, of them go away; they only work up to about 6 o'clock.

59,103. Mr. Vincent would like to have Lord Denbigh's testimonial read. Will you read it out?—Yes.

"To His Lordship, the Earl of Denbigh."

We, the undersigned, being your Lordship's tenants in this district, do hereby wish to express our sincere and heartfelt gratitude to your lordship, no less than our appreciation of the deep sympathy which you, in so practical and substantial a form, have shown towards us, in these times of serious agricultural depression, by making what we most thankfully consider a very substantial abatement. This mark of sympathy with your struggling tenants we value the more that it arises from the deep concern which your lordship cherishes for the welfare of your tenants during these years of poignant anxiety and distress. It gives us unfeigned satisfaction to believe that your humane and honourable attitude will further intensify the high esteem in which you are held in the hearts of your tenants.—Mostyn, July 19th, 1893."

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Mr. J. TAYLOR.

[Continued.]

Mr. Brynmor Jones.

59,104. Is that all?—There is a bit more about myself, but I do not think I need read that.

59,105. How did that come to be given in July 1893?—It was sent to Lord Denbigh.

59,106. But how did it happen to be given in July 1893; why not July 1892, or even July 1889?—His Lordship was over early in the year to attend a rent dinner at Holywell.

59,107. It had been prepared before the rent dinner, had it?—Yes, it must have been.

59,108. What strikes me as odd is, that seeing the abatements had been going on for so many years, it should happen to come in July 1893?—Neither his Lordship nor myself knew anything about it until it was received.

59,109. Had there been some grave dispute between Lord Denbigh and his tenants?—Not in the least.

59,110. How do you account for it being given in that particular month?—I cannot tell you. It was spontaneous on the part of the tenants. I might account for it in this way, in

The witness withdrew.

Mr. THOMAS ROBERTS called and examined through an interpreter.

Chairman.

59,116. Do you understand English at all?—A little bit.

59,117. But you have written your evidence in Welsh?—Yes.

59,118. It has been translated to you in your presence, and examined by Professor Rhys?—Yes.

59,119. And that is your evidence, and it is correct?—I think it is.

59,120. You understand it?—Yes.

The following statement of the witness was then read:—

Evidence of Thomas Roberts, Tyn-y-caeau, Gwaenysgor.

I am the tenant of Tyn-y-caeau, which formerly belonged to a Mr. Morgan, and was afterwards transferred to Mr. Pochin. I became tenant of the farm 27 years ago, and was tenant under Mr. Morgan for 10 years or thereabouts at 40*l.* a year. Mr. Morgan gave me six months notice and sold to Mr. Pochin. I retook the farm, but my rent was increased to 60*l.* From time to time I was promised that the buildings should be repaired, and I paid the increased rent, but nothing was done for eight years, and these were done because the house was going to ruins, and, in fact, the gable end of the house did collapse, and it was then that they did do some repairs. I will speak regarding the high rents and the serious depreciation in the price of produce, and that in fact in my case I was obliged to pay more rent when the price of produce had fallen, in some cases more than 50 per cent. I will state that game preservation damages us considerably, and though I pay rent for the land more than I ought to, under

Mr. Brynmor Jones—continued.

one respect: I think they got 20 per cent. abatement at that time.

59,111. It seems to strike me as rather an odd thing that it should be given just at that time, and that so many per-centages of abatement seems to have been got without any testimonial being given. Are we to understand that on estates where these spontaneous offerings are not given to the landlord, the landlord has not been behaving well?—A testimonial of this sort?

59,112. Yes?—I should say not.

59,113. You seemed to make such a point of it, or somebody wanted it read; that is what occurs to me?—I do not know. I handed it in; I think you have a copy of it?

59,114. Yes?—It is signed by most of the tenants—the principal tenants.

Chairman.

59,115. There is a question handed in by Mr. R. Bromley: "Have the tenants any difficulty in getting repairs done on the estates?"—No.

Chairman—continued.

the condition of agriculture, still the landlord has the right to make a further rent, by letting the sporting to private individuals who trespass on my farm and for which I receive no compensation.

59,121. Were you a tenant of Mr. H. D. Pochin, who bought Tyn-y-caeau, on the Bodnant estate?—Yes.

59,122. Mr. Pochin appeared before the Commission at Conway, and said that he lost 21 tenants out of 25 in 20 years. Are you one of those tenants?—Not this same estate.

59,123. Do you wish to put in any correspondence between yourself and your landlord?—Yes, after I failed with the agent for 16 years.

59,124. Do you wish that correspondence read before the Commission?—Yes, my Lord.

The Secretary read the following letters:—

"Copy of letter sent to H. D. Pochin, Esq.

"Tyn-y-caeau, Gwaenysgor,

"DEAR SIR, "January 1st, 1894.

"I beg to ask your pardon for thus addressing you. I have been thinking of writing to you before now. The reason for writing now is that, as Mr. Nice is about to leave, and Mr. Bell poorly, I do not know where to send but to you. Being the oldest tenant on the estate, I have certain grievances which are not suitable to others; I have been a tenant to you for 16 years. Previous to my taking the farm from you the rent was 40*l.*; the rent was advanced to 60*l.*, and the only addition to my place for the 20*l.* advance was about 1½ acres

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Mr. THOMAS ROBERTS.

[Continued.]

Chairman—continued.

of land at a place called Pont-y-Fachwen, from land enclosed from the common, through which the Golden Grove family received one pound annually. You will see that I have paid you over 300*l.* more than was paid by any tenant during the same period before you became the landlord. Through the adverse circumstances of agriculture I have been applying for reduction in the rent, knowing that other tenants who had no such advancements had been successful, but I have failed. I wrote a letter to Mr. Bell on March 2, 1886 (of which a copy is kept), about the rent, the condition of the house, and the buildings, and, as a proof of the truth of my complaints, the house came down the end of that month. The last rent Mr. Bell received in August 1891; he and Mr. Conway Bell promised to come and see my place, but they never came. Some time after I went to Bodrhyddan. Mr. Bell told me to see Mr. Nice; but I could not press on Mr. Nice for things that ought to have been done previous to his coming. You will see the reason my sending this to you, that I have tried with them and failed. Up to now the repairs promised have not been accomplished. Though I have paid the rent faithfully, the promises made as regards repairs have not been fulfilled. Mr. Nice has promised the repairs, but, most the pity, I am afraid that he will be going before their accomplishment, though the advancement in my rent was higher than any other farm. The buildings, as regards repairs, are more backward. Feeling as I do the depression in agriculture, I most humbly call your attention to the above matters, and beg on you to grant a permanent reduction in the rent. In the letter referred to, sent to Mr. Bell, I said that matters of dispute ought to be settled between landlord and tenant without the interference of others; but in some cases, such as the Royal Commission affords just at present, I think it is good that an interference takes place. I beg to call your assistance in calling their notice on a subject which is between landlord and tenant, that is, with regards to the land tax in this parish. For every 3*s.* that we pay on the same valuation in proportion at Newmarket and Llanasa they pay only 1*s.* there. I consider, if the Commission is worth anything, that they ought to try and remove this, and glad if you will undertake to lay this matter before the Commission, and of giving you further particulars. Also to the remarks made as regards my farm and buildings, I trust and hope that they will receive your kind attention.

"Yours very truly,
"THOMAS ROBERTS."

"Bodnant Hall Eglwysbach R.S.O.
North Wales.

"3rd January 1894.

To Mr. Thomas Roberts.

DEAR SIR,

I have your note. Of the facts you state I know nothing. I believe both Mr. Bell and Mr. Nice have been disposed that no wrong should be done to any of my tenants, yourself

Chairman—continued.

of course amongst the number. I will make inquiry as to what you say. The Royal Commission have no power whatever to make the slightest alteration with either landlord or tenant. They are only a Commission to make inquiry, and it is not at all likely they will deal in any important manner with the land tax, which is now what it has been for very many years.

Yours truly,

HENRY D. POCHIN."

59,125. You are still a tenant of Mr. Pochin?—Yes.

59,126. And you are still paying 60*l.* a year?—Yes.

59,127. Have you had any abatement?—Yes.

59,128. How much?—Two shillings in the pound.

Mr. Griffiths.

59,129. What is the acreage of your farm?—47 acres.

59,130. Who was your former landlord before Mr. Pochin bought the farm?—Mr. Morgan.

59,131. Did Mr. Pochin advance your rent 20*l.* as soon as he bought it?—Yes.

59,132. Did he make any improvements or buildings?—The buildings were bad, and the pine end of the house came down. In eight years I paid 160*l.* before he repaired.

59,133. He had made no improvements before he advanced the rent?—None, not a half-penny worth.

59,134. Do you know what that place was sold at?—I do not remember.

59,135. Then you object to game farming, that is, for the landlord to let the shooting?—I object to the same land being let to two tenants.

59,136. You would have no objection to your own landlord to go over your farm to shoot?—None. I expected sympathy, and I have had it from the old landlord, but as for strangers they care nothing for tenants nor anybody else.

59,137. They treat you just as they please, do they?—Yes.

59,138. How soon was the pine end of your house built after it fell down?—As soon as they could.

59,139. Have you made any application for a reduction of rent besides this?—Yes, many times to the agent.

59,140. What was his reply?—If I did not like to pay it, to leave it, as he could sell it to someone else.

59,141. Then, I suppose, you had no place to go to, had you?—No, and I had a lot of children.

59,142. How long do you think you can go on at this rate?—Oh, it is not paying now at all, only I have something else.

59,143. You will not be able to pay for it?—Never—not for years. In the course of this time I have been having 20*s.* per hobbit for wheat, and 16*s.* per hobbit for barley.

59,144. How many years ago is that?—16 years.

59,145. How much is it now?—The wheat 9*s.* and barley on the top land 8*s.* per hobbit.

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Mr. THOMAS ROBERTS.

[Continued.]

Mr. Griffiths—continued.

59,146. What do you call the hobbit?—168 lbs.

59,147. With all that you are obliged to pay more rent, half as much again, are you not?—Yes.

Mr. Richard Jones.

59,148. What was the date of the sale of this farm?—I am not sure of the date, but I paid 16½ years.

59,149. That would be about 1877 or 1878?—It might be.

59,150. Were there any other farms besides this one sold to Mr. Pochin at the same time?—Yes.

59,151. Were those farms advanced?—Some of them.

59,152. Do those tenants still pay this advanced rent?—No, they have been reduced.

59,153. Permanently reduced?—Yes, some of them.

59,154. Then they have been treated better than you have?—Yes.

59,155. Have you done anything to offend your landlord?—It seems that I have. When the house went down I went rather cross, and somebody put it in the Rhyl newspapers. I had no hand in the work, though, probably, it has done me a lot of harm.

59,156. Announcing that the house had fallen down?—Yes, on the family. My son's family lived there.

59,157. You think you have had to suffer in consequence?—Yes, I cannot account for it in any other way. I am as good a farmer as any on the estate.

59,158. Will your neighbours say that?—Yes, every one of them.

Mr. Griffiths.

59,159. Did you make any improvements upon this farm before it was sold?—Oh yes, a good deal.

59,160. In what shape?—Enclosed and cultivated land.

59,161. Did you improve any land?—Yes.

59,162. Did you drain any?—No.

59,163. Did you receive any money from your landlord for doing so?—No.

Mr. Griffiths—continued.

59,164. Then do you consider that it was on your own improvements that he advanced the rent?—Yes, by all accounts.

Mr. Grove.

59,165. Do we understand that for eight years these repairs were not done, and that you paid the extra rent of 20*l.* each year?—Yes, before the house was rebuilt.

59,166. And you paid the 20*l.* extra for 16 years, did you?—Yes. This is the last receipt (*producing same*).

59,167. Do you complain of damage by game when you were there?—No, there is not much game at all. The place is too poor.

Professor Rhys.

59,168. Do you know at all how much Mr. Pochin gave for the farm?—No.

Sir John Llewelyn.

59,169. What was the date of the sale?—I answered the question before, and all I can say now is that I have paid the increased rent since the sale for 16½ years.

59,170. It was sold, I think, by Mr. Morgan?—Yes.

59,171. Did you make any claim upon Mr. Morgan for the improvements?—No; I could live very fairly well under the old rent, and the years were better then.

59,172. Yes, but when it was sold, did you then make any claim for the improvements you had made?—No.

Chairman.

59,173. The following questions are by Mr. Vincent: "Your landlord did put you up a new house, did he not?"—Yes.

59,174. "Was it not the old house which fell down?"—Yes.

59,175. "You are still tenant, are you not?"—Yes.

59,176. Do you consider you will be able to make a living off your farm at the rent of 60*l.* a year?—No.

Re-ex-
amined
65,443

The witness withdrew.

Mr. THOMAS MORGAN called and examined through an interpreter.

Chairman.

59,177. Do you understand English?—Not very well.

59,178. Do you understand English well enough to hear this read, or would you like to give your evidence yourself?—I will try.

59,179. You will read it yourself?—No, I would prefer someone else reading it, and I would rather give my evidence in Welsh. My English is not good enough.

Chairman—continued.

59,180. We will have it read, and then any questions that may be asked will be asked in Welsh?—Thank you, my Lord.

59,181. Where do you live?—T'an Llan Farm, Cwm, near St. Asaph.

59,182. You are a tenant farmer?—I am.

59,183. And who is your landlord?—My landlord on the farm where I live is Captain Rowley Conway, of Bodrhyddan.

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Mr. THOMAS MORGAN.

[Continued.]

Chairman—continued.

(The following statement of the witness was read) :—

My evidence relates to: (1) game; (2) rent; (3) improvements; (4) charges on land.

With regard to game, I will show that considerable damage is caused to the land, and that the land is let by landlords at high rents, and they further let the right of sporting to private parties, and besides the damage committed by game damage is also committed by sporting, and no compensation whatever paid therefor. I will show that the rents in farms are too heavy; that although produce has fallen to less than one half in price compared with the prices 10 or 20 years ago, the rents remain the same, and the rents and rates and other burdens make farming a very precarious industry. About 20 years ago I followed my father as the tenant of certain charity land in Cwm Rhuddlan, and paid rent 13*l.* a year to the schoolmaster of the parish school. The vicar, Mr. Thomas Griffiths, took the management of the school into his own hands. There were no trustees of the land, and the rent was paid to the schoolmaster referred to. The vicar dismissed the schoolmaster and appointed a schoolmaster himself, and afterwards he called a vestry to appoint a trustee of the land, and he was himself appointed trustee and then gave me six months' notice to quit the land, and he then let it, one half to a workman of his and one half to a publican who lived close by for 2*l.* more rent. The land was seven acres, and I was paying 17*s.* more for this land than any other land adjoining, and though I paid my rent regularly, he gave me the notice without any reason assigned. I had improved the land to a great extent, in fact it had cost me over 10*l.* an acre in improving, and I received no compensation whatever.

About 21 years ago I took a farm with my brother in the parish of St. Asaph, called Wern Ddu, 115 acres in extent, and the rent 175*l.* This farm was in a very bad state of cultivation. Mr. Dodd, then owner, agreed that he would drain a certain field, and build a new house and repair the outbuildings. Mr. Dodd did do a little on the outbuildings, but did nothing else, and died about six or seven years afterwards. Mr. Cayley, a gentleman from Yorkshire, became the owner, and when I complained to him that certain things had not been done which had been promised by Mr. Dodd, he asked what I had to show, and I told him only the word of Mr. Dodd. I had nothing in writing. He said if I did not like the place as it was I might leave it, and I said it was very hard after I had spent so much money, but I suggested if he would appoint a respectable man I would appoint one, and let the two men go over the farm and see what had been done, and whatever they decided we were entitled to for the improvements, then both of us to agree, and I would give up the farm, but he refused to agree to that arrangement. Afterwards I got an agreement drawn up setting out terms for valuation, and I called upon Mr. Cayley and his agent, Mr. Birch, at Llanerch and asked them if

Chairman—continued.

they would agree to that and sign it. Mr. Cayley refused, and I was served with six months' notice to quit and was compelled to leave. We did receive 2*l.* an acre for leaving the fields under grass, but we received nothing as compensation for improvements, which amounted to at least 300*l.*

Sir John Llewelyn.

59,184. You paid 13*l.* a year to the schoolmaster. Then the vicar increased that; is that it?—Yes.

59,185. Then the vicar was acting as trustee?—Yes.

59,186. Have you a copy of the claim which you made when you went to Wern Ddu?—I do not know where it is at present.

59,187. You sent in a counterclaim for 300*l.*?—No, I said it was thoroughly lost to myself and my brother, all but 300*l.* in our opinion.

59,188. Did you put in a counterclaim at all?—No.

59,189. How long ago was it you left Wern Ddu?—13 years.

Professor Rhys.

59,190. You consider you suffered loss because you had not got a certain promise down in writing?—I consider that the state of the cultivation of the farm was at least 300*l.* better when we left it, and we lost that amount.

59,191. What I was referring to was this. You said you had had a promise from an agent or a landlord, but you had nothing in writing to show that you had had that promise when that man died?—Yes, I would have trusted his word that he would have complied with everything that he promised.

59,192. He died?—He died. In fact he was a noted gentleman in the whole country for making buildings and fences for all his tenants, particularly to a farm in such a filthy state as Wern Ddu, close to such a grand mansion as Llanerch, which was close by.

59,193. That was Mr. Dodd?—That was Mr. Dodd. I had faith in him, and I should trust anything to him, and I think no doubt if Mr. Dodd was alive the thing would have been done by degrees. It might not be done for a few years, but he would do it, I am sure of it.

59,194. Do not you think it would be well in every case, however much trust you have in your landlord, to have things down in writing?—I am of that opinion in future.

Mr. Grove.

59,195. Is there much damage by game to your knowledge?—In what place?

59,196. In the district that you know?—Yes. After we left Wern Ddu I took a farm under the late Sir Pyers Mostyn, Talacre, close by Talacre Hall, jointly with my brother, my only brother. When we were agreeing for the farm Sir Pyers Mostyn asked us would we have the

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Mr. THOMAS MORGAN

[Continued.]

Mr. Grove—continued.

kindness not to kill every hare on the place. I asked then whether such a stock of rabbits and hares were to be kept on the farm as there used to be in the past time. "No," he said "they all belong to you." "Well, I will not kill them," "Sir Pyers," I said. I never killed a hare during the last 12 years on the farm, I did not, nor did my brother either. My brother lives on that farm, and I live under Colonel Conway on another farm, but we farmed the two.

59,197. Did you get any compensation for damage done?—Never.

59,198. Did you ever ask for it?—Not yet. In a very short time after we took the farm Sir Pyers Mostyn died, and the shooting was let to a gentleman, Mr. Reynolds, of Reynolds and Cunningham, of Liverpool or Manchester, I do not know where, and his friends, and we acted towards them exactly as we would towards our landlord. To show that, the keepers used to put some hen pens round our fields, and we would allow them every convenience that we could. But it was found that the keepers were killing the rabbits and the hares without end, and some poachers as well joined them. In a very short time the keeper was dismissed by Mr. Reynolds, because he found out that there were some hampers of rabbits going to meet a certain man to go to Liverpool from him, or something of that sort. However, he was dismissed. After that there was another keeper appointed, and in a very short time after he came in we found five or six cats had been killed in the course of four or six months, and at last we found a valuable dog of mine, which I would not take 16*l.* for, killed. There was a plantation close to the front of the house, within about 120 yards. Two men, or one of the men and my brother's young boy, went to look for the dog. That was on the Tuesday evening after they had missed him on the previous Sunday, and they found in the plantation a mark of something being in a trap, and they found a stick and a bait on it within four or five yards one side, and they found the dog close by buried in the soil, and they found the dog had been entrapped, cutting his leg.

59,199. This is a long history. Kindly make haste over it?—I am sorry to take up time. However, we found the keeper had killed the dog, and he confessed that he did.

Mr. Brynmor Jones.

59,200. The keeper confessed?—The keeper confessed that he did.

Mr. Grove.

59,201. Did you get compensation for the dog?—No. I wrote to Mr. Reynolds about it, and the end of the correspondence was this: I asked him would he be kind enough to let me know when he was coming to Talaere, as I would like to speak a few words to him privately, and he never answered my letter. I never heard anything from him.

Mr. Richard Jones.

59,202. Do you suffer damage in any other way from sporting tenants besides the destruction of dogs and cats?—Yes.

59,203. Do they damage your crops?—I remember 14 of them going over the fence from the road to a field of corn within less than 20 yards to the gate, and go in two different places, and go across the corn.

59,204. I suppose these sporting tenants would be Liverpool merchants chiefly?—I believe they were.

59,205. And they would not have the same consideration for a tenant farmer as a landlord ordinarily would have?—No. I believe that my landlord would never do such a thing.

59,206. You find that there is a great objection to these sporting tenants?—There is.

Mr. Griffiths.

59,207. Will you tell me who appointed the vicar, trustee of this place?—There was some sort of vestry meeting. There were but very few in the vestry, I understand. It was very easy to get a vestry in the parish without one in a hundred in the parish knowing about it.

59,208. Is there no notice on the church door?—Yes, but nobody goes to church.

59,209. Is there a chapel in the parish?—Yes, two.

59,210. Was there no notice there?—No.

59,211. Then it was illegal was it not. What was the nature of the improvements you made amounting to 300*l.*?—We turned the land from exhausted land to a thick grass land, a good meadow. It was in the holding of my father and myself for between 50 and 60 years; well, my father held it before I knew anything—before I was born.

59,212. Was the land a wilderness before, or how did you manage to make these improvements?—Oh, it was between my father and myself.

59,213. By manuring?—Yes, and draining some of it.

59,214. And you were never paid a penny?—Never had a penny.

59,215. And never made a claim on the landlord?—No, because I understood we had no chance of getting any, because that passed about 20 or 21 years ago.

59,216. What was the reason you had notice to quit?—I cannot say, only that I am some sort of a Nonconformist member—nothing else.

59,217. Then you are a Nonconformist, are you?—I am.

59,218. Was there a Churchman replaced on the farm in your place?—Yes. The two tenants are to be seen at church sometimes.

Mr. Brynmor Jones.

59,219. In what parish is this farm that you have now got, situate?—Where my brother lives.

59,220. Yes?—In Llanasa parish.

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Mr. THOMAS MORGAN.

[Continued.]

Mr. Brynmor Jones—continued.

59,221. Are you in the same parish?—No, I live in Cwm parish under Colonel Conway, but I took this farm jointly with my brother to help him—my only brother.

59,222. Are both these parishes Welsh-speaking parishes?—Yes.

59,223. Do you think that the majority of the tenant farmers there use Welsh in their homes?—Yes.

59,224. Do they chiefly go to church or to chapel?—Well, most of them go to chapel.

59,225. What is your estimate of the members as near as you can say. I do not want it exactly, but the general aspect of things. Do most of them go to chapel, or most of them go to church?—There is only one in 80, in the parish in which I live, who go to church.

59,226. Only one in 80?—I believe so: there are more in the parish of Llanasa, I understand.

Mr. Griffiths.

59,227. Do you consider that there are many Nonconformists who are afraid to come forward to give evidence before this Commission?—Well, there are a great many I know.

59,228. A gentleman before us yesterday said it was all false—that there were none afraid to come before the Commission?—Oh, there are a great many. There is no doubt about that.

Sir John Llewelyn.

59,229. You are not afraid, at all events. Do you think they have any good grounds for being afraid?—No.

59,230. But there is a general sort of fear that something might happen?—Yes. I only want to state the facts, and the grievances that I find in the neighbourhood where I have lived all my life.

59,231. Are they aware that there is such a thing as the Witnesses' Protection Act?—Some know it, and some do not know it.

Mr. Grove.

59,232. Why are they afraid to come forward; have they told you so personally, some of them, in conversation?—I have heard some saying that they would much rather not.

Mr. Brynmor Jones.

59,233. Did they give any reason?—They were afraid the landlord would take it unkind of them.

Chairman.

59,234. This is a question by Mr. R. Bromley. "Although no claim was made for the 300*l.* by you, did you ask for a valuation?"—I did.

59,235. "Did the landlord refuse to entertain it?"—He did.

Chairman—continued.

52,236. The following questions are by Mr. Vincent: "You never saw a Welsh sportsman walk through standing corn, did you?"—Yes, the keepers. I have seen them go through many times. It is very seldom that we see the landlord go, but the keepers, and some friends of theirs, break the fences and go through the corn in all directions, and through their doings we find that they create a deal of ill-feeling and unpleasantness between the landlord and tenant.

59,237. "Which farm was it that you improved to the value of 300*l.*?"—Wern Ddu.

59,238. "Have you two farms of your own?"—Yes, I have two farms of my own.

59,239. "What reductions or abatements have you made on these two farms of yours?"—There is one of 50 acres, reduced 10*l.*, and making a new building on it at my own expense, a new house and a lot of old buildings, and there is another farm, a small place, that has been reduced 6*l.* That is all grass land.

59,240. You have reduced one farm 10*l.* and the other 6*l.*?—Yes, 6*l.* for 16 acres, and 10*l.* for 50 acres. One farm I only bought about 12 months ago, and the rent was to be the same as it was before the tenant took it from the late Mr. Sisson about six years back.

59,241. "When you took Wern Ddu Farm, was it not at a reduced rent at first?"—For the first four years. I entered the farm for a half year's rent the first year, because one tenant took it and he came there with his horses and worked for a fortnight and ran away. We came there in the middle of February, I remember, and very late, and I wanted to pay only half a year's rent for that year, and Mr. Dodd divided the half-year's rent into four years' reduction.

59,242. "How many tenancies have you had in your life?" How many farms have you occupied during your life?—Only those three: the one I live in, Wern Ddu, and the one occupied by my brother under Sir Pyers Mostyn.

59,243. That is three?—Yes; but I have lived at the same place all my life. The other two I hold jointly with my brother.

59,244. "Was not your claim for improvements 26*l.* only?"—They paid 2*l.* an acre to leave two fields by the house unploughed up which we had laid down. We received about 25*l.* to 26*l.* That was 2*l.* an acre.

59,245. "Is that the only claim you ever made?"—We asked for a valuation. We did not make any claim. We asked for a valuation upon the improvements, and we could not get it. They had promised us for leaving those two fields 2*l.* an acre, and we found we had better take the 2*l.* than have nothing.

59,246. I think you answered that in your reply to Mr. Bromley's question—that no claim was made for the 300*l.* by you. You did ask for a valuation, but the landlord refused to entertain it?—That is so.

59,247. "Is not this your solicitor's letter, marked A" (*handing same to the witness*)?—I believe it is. Yes, I have seen this letter.

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Mr. THOMAS MORGAN.

[Continued.]

Chairman—continued.

59,248. "Are you the Mr. Morgan who stopped Mr. Hughes, of Kimmel, from hunting?—I remember Mr. Hughes, of Kimmel, coming through my land and striking me. I never intended to stop him from hunting. I never thought of that; but there was a great party of hunters came across my farm and through my land. I went out and asked the first one would he allow me to speak a word or two with him. He refused to take any notice, but jumped away. I happened to take hold of the horse. He wanted me to loose his horse. I did not know who in the world the gentleman was. It was in the middle of my yard, and about half-past two in the day. He said, "Loose my horse." "Just let me speak a word to you, please," I said. He refused to do it, and struck me across the head here, and two others used their whips and knocked me down thoroughly, and went away.

Mr. Brynmor Jones.

59,249. Did you take out a summons against them?—No, I did not.

59,250. Why not?—Well, I had seen my landlord, and Mr. Hughes did not know me, and one thing and another, and I let it drop, but the thing that vexed me was that he struck me. I was not so much against them in hunting, provided they did not open the gates and break down the fences. I worked pieces of land in the parish of Newmarket, about four miles off, at that time. I had some sheep there, and they were all astray from Saturday until Wednesday. I went to inquire about them, but the gate was open, and there were two or three gaps in the field. I had been arguing that question with some of them.

59,251. Then you had in fact suffered inconvenience?—Yes.

59,252. This person who struck you; I think you said his name was Hughes?—Mr. Hughes, of Kimmel; well, there were two other gentlemen struck me as well as him.

59,253. Has he ever apologised to you?—No, he did not, but I had some conversation with my landlord, Colonel Conway, and we dropped everything. I was very sorry that I did take hold of Mr. Hughes' horse, but I did not know in the world who he was.

59,254. But he appears to have been a trespasser, on your statement?—Well, he was, thoroughly.

59,255. And he being a trespasser you took hold of the rein?—He was a trespasser.

59,256. Of course he did not know you at first, and did not know, I understand, that you were the occupier of the farm?—So I understand.

59,257. You were within your legal rights, as far as I can make out. Had these people come through your land before at any time?—Yes, very often, and they came afterwards, and Mr. Hughes came afterwards with a company, and I was in the yard. I did not say anything to them. I remember that some other gentlemen in this room now were amongst the party.

Mr. Brynmor Jones—continued

59,258. Why did not you sue him for assault?—Well, I did not like to do it. I respect the gentleman so much as that, that I did not like to bring forward his doings. I was very much vexed at the time, though.

59,259. They appear to have been three to one at any rate, according to your story?—I am telling the truth.

Chairman.

59,260. This is another question by Mr. Vincent. "Is this document a receipt from your solicitor" (*handing same*)?—I do not understand the whole of this receipt; my solicitor wrote it whatever. I remember I was put in court for a half-year's tithe by the landlord or the agent, and I went to Mr. Adams to defend myself, and that belongs to that correspondence, I suppose.

Chairman.

Do you wish this read, Mr. Vincent?

Mr. J. E. Vincent.

The letter, not the receipt.

Chairman.

The letter is from Llewelyn Adams, solicitor to Messrs. G. Edwards and Western, and is as follows:—

"Denbighshire Lieutenancy Offices,

"Ruthin, 11th June 1883.

"Dear sirs, Morgan v. Cayley. I have seen Mr. Morgan to-day, and he says that, on payment of the 26*l.* and my costs, he is content that all matters between himself and Mr. Cayley shall be considered as settled. Yours faithfully, Llewelyn Adams."

Mr. Brynmor Jones.

59,261. Were they your solicitors?—Mr. Adams was mine.

59,262. And who were Edwards and Weston solicitors for?—Mr. Cayley.

Mr. Brynmor Jones.

59,263. As I understand, Mr. Cayley had commenced an action against you?—Yes.

59,264. Then you counterclaimed, and then there is the compromise of your counterclaim for 26*l.*?—I did not know that there was a counterclaim at all made against them. I do not understand it. I do not remember. They sued me for a half-year's tithe and for a half-year's rent as well.

59,265. As I understand, Mr. Cayley brought an action against you?—Yes, two cases.

59,266. Then it was you who counterclaimed, as far as I can see?—Well, it was in the hands of my lawyer. I do not remember what was done.

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Mr. THOMAS MORGAN.

[Continued.]

*Chairman.**Mr. Griffiths.*

59,267. This is a question by Mr. R. Bromley: "Is there any inconvenience to farmers to attend and give evidence at the present time?"—There is. These fine days are very busy ones—it is the middle of the harvest.

59,268. It is an inconvenient time?—It is so.

The witness withdrew.

Adjourned for a short time.

Mr. LLEWELYN JOHN HENRY called and examined.

*Chairman.**Chairman—continued.*

59,270. Are you agent to the Duke of Westminster for the Halkyn Castle Estate?—I am.

59,271. Will you kindly give us any evidence which would be of interest to the neighbourhood and the Commission, and confine yourself as far as possible to the particulars of the estate, and not go over the whole general ground. We have had some things so many times, as, for instance, the date of entry, and so on?—I reside at Jygan y wern, in the parish of Halkyn, in the county of Flint. I am a justice of the peace for the county of Flint. I am the owner of an estate of between 400 and 500 acres in extent, situate in the parishes of Halkyn and Holywell, in the county of Flint, and I have also assisted in the management of estates in Flintshire, belonging to members of my family, of about 800 acres in the whole. Since 1889 I have been the agent of the Duke of Westminster for the Halkyn Castle estate, the whole of which is situate in the counties of Flint and Denbigh. I was born close to the Halkyn Castle estate, and have been well acquainted with the Flintshire portion of it all my life. The Denbighshire portion of the estate is purely mineral property containing coal and lead. The estate in Flintshire is known as the Halkyn Castle estate, and contains about 2,730 acres, divided into mountain farms, containing altogether about 211 acres, lowland farms 2,377 acres, accommodation land 140 acres, with 34 cottages and not more than two acres attached to each. In addition to the foregoing farms and lands the Duke is also the owner of the mines and minerals in and also in a very considerable tract of common and other lands in the neighbourhood of the Halkyn Castle estate. There are about 99 tenants of different classes occupying the surface of the Halkyn Castle estate, classified as follows:—

34	holdings	under	2	acres
9	"	of	2	acres
30	not	exceeding	20	acres
11	"	"	50	"
6	"	"	100	"
8	"	"	200	"
1	exceeding	200	acres.	

The rental of the surface tenants of the Halkyn Castle estate is about 2,971*l.* per annum. The land is very variable in quality. Some of it is let for 25*s.* per acre per annum,

59,269. I suppose they are able to attend the market, are they not?—Well, they will not attend it now, if they can help it. They would rather be at home if possible.

other portions as low as 17*s.* per acre, and taking it all round it averages about 22*s.* per acre. The arable land ranges from one-half to two-thirds of the whole estate. The tithe is paid in the first instance by the Duke, but the tenants repay it when they pay their rents. The Duke does all the repairs and improvements on the estate. The tenants do the cartage and the Duke pays them for doing so. In the case of new buildings erected at the request of the tenant, the tenant carts the materials free of charge and the same with pipes for drainage, but the Duke never charges any percentage upon new buildings or for repairs or improvements. The Duke also pays all costs of drainage except as above-mentioned, the tenant carries the pipes. There are no leases, only annual agreements on the estate. I have been carefully through the estate books for a number of years past, and I find that—

There was expended on the Estate for Repairs.							There was also expended on the same Estate for Improvements during the same period.					
							£	s.	d.	£	s.	d.
Between	1857	and	1866	22,993	12	3		13,128	8	6		
"	1867	"	1877	17,948	15	5		2,734	12	5		
"	1877	"	1886	11,973	12	1		7,693	8	7		

From the last date to the present time I may safely state that 20,000*l.* have been expended in repairs and improvements.

59,272. From 1886 to 1894, 20,000*l.* has been expended in repairs and improvements?—Yes.

59,273. Could you separate them?—I am afraid I could not off-hand.

59,274. If we took it about half each, would that be about it?—I think that would be about it.

There have been no alterations made in the farm rents during the last 45 or 50 years, except in cases where lands have been added to or taken from a farm, and this to no considerable extent. The largest farm on the estate has paid the same rent for 50 years, less the large per-centage allowed from time to time by the Duke. The same families have remained tenants on the estate for very many years, in one case over 400 years, and in several others from 100 years down to 60 and 50. For many years more money has been expended on the estate in

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Mr. L. J. HENRY.

[Continued.]

Chairman—continued.

repairs, improvements, &c., than the income derived from it. The rents have never been raised. The last valuation of the estate was made in 1846, but recently the Duke has had eight of the largest farms revalued, with the result that two of them remain at the same rent and the rents of six are reduced. The Duke has always treated his tenants most liberally. Previously to 1885 he allowed for some years 20 per cent. From 1885 to 1890 inclusive he allowed 25 per cent., and if a farmer gets into trouble and is unable to carry on, and leaves his farm, his arrears are wiped out. If a tenant has any complaint or request to make, I am, as agent, always accessible. I reside almost in the middle of the estate, and, in addition, the estate office is daily open from 10 to 4. On an average 30 to 40 persons are employed on the estate in various capacities, and salaries and wages are paid every fortnight, which average from 45*l.* to 50*l.* weekly. The Duke subscribes very largely to churches, chapels, schools, and local charitable objects. The wants of the poor of the whole neighbourhood receive every consideration, whether tenants or not of his Grace, and the rabbits on the estate are divided between them. Not a single head of game is sold off the estate, the rabbits are distributed amongst the poor, and the game in the neighbourhood. A few years back the Duke erected a church and rectory-house at Halkyn, at a cost of 30,000*l.* There are three chapels on the estate, the sites of which were given by the Duke. The Duke is also a large subscriber to Nonconformist funds. With one or two exceptions the whole of the agricultural tenantry on the estate are Nonconformists. On the common land belonging to the Duke the occupiers of adjoining farms and cottagers, but very few of the Duke's tenants, turn stock on to graze. The Duke does not interfere with them, but he is very much annoyed at the unfairness with which this privilege is exercised. In one case a shopkeeper at Halkyn, who owns a house and shop and about five acres of land, turns many hundreds of sheep out, and for several years he has turned bullocks as well to the injury of the cottagers and farmers. This shopkeeper is one of the Flintshire County Council, and he ought not to turn out more than a cow and four or five sheep.

59,275. Then for many years more income has been spent on the estate than the income derived?—Yes.

59,276. That is to say, if the proprietor of this estate had no other means there would have been nothing for him or for his family?—Nothing, my Lord.

59,277. He would have had nothing to spend at all for his own living?—No; his Grace will have nothing at all this year.

Sir John Llewelyn.

59,278. Is that owing to the bad state of repairs previously?—Well, I have only had five years' experience of the Duke's estate, but for

Sir John Llewelyn—continued.

very many years beyond the five there has been this heavy expenditure upon the estate—for 26 years, I dare say.

59,279. That sort of condition of things cannot go on?—Well, I hope it will not.

Mr. Brynmor Jones.

59,280. Upon what has this great expenditure taken place? Upon buildings or fences?—New buildings, repairs and drainage, altering fences.

59,281. I take it that the buildings must have been very much out of repair when this expenditure commenced?—No doubt they were.

59,282. One question about the rental. We are not always able to get the rentals at the beginning of the century. Can you give us the rental of this estate at an early period, say 1815 or about that period?—I could not do it off-hand, but I could forward such evidence to the Commission, although I am not prepared to do it to-day.

59,283. Could you not make up a list of the farms with the rents for us for two periods besides the period with which you are dealing, say the commencement of the century and about 1850 or so?—I am afraid the returns would be very incomplete because a great deal of the property has been lately purchased and some exchanges made—so that I could not get at exact details.

Mr. Grove.

59,284. Has there been any County Council teaching of butter-making and cheese-making at Halkyn, or near there?—At Holywell there has been—in this room.

59,285. Do you approve of that? Do you think it is beneficial?—I have no doubt it would be beneficial, but I do not see people attending. I attended several lectures here myself at Holywell, and I did not see a single farmer or farmer's son in the room.

59,286. Do you think by some means the teaching might be made of more interest to the farmers?—I think you would have to pay them for their attendance at a lecture.

59,287. Do any of your tenants use a separator, so far as you know?—No, not to my knowledge.

59,288. Have you any opinion as to railway rates,—whether they are fair?—No, I have not, we are on the mountain side.

59,289. No claims under the Agricultural Holdings Act?—None.

59,290. Do you think the tenants, generally speaking, are acquainted with the provisions of the Act?—I should think they are not.

59,291. Has there been any increase in local rates of late years?—I think so; I could not tell you to what extent.

59,292. Do you grant leases?—We are never asked for them.

59,293. If you were asked for them you would?—Oh, yes.

59,294. Do you get many changes of tenancy?—Very few, and when there are changes, when

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Mr. L. J. HENRY.

[Continued.]

Mr. Grove—continued.

a farmer dies, we always allow his widow to remain upon the farm, or take his son on.

59,295. Speaking of the district generally, are there many applications for the farms?—A very great many.

59,296. Have there been any sales of large agricultural estates in this district?—Not in this immediate neighbourhood.

Professor Rhys.

59,297. Are your tenants mostly Welsh speaking?—Mostly so.

59,298. Do you ever have any difficulties about the language?—Oh, no; I speak Welsh to them.

59,299. Then of course you have no difficulty?—No.

59,300. What is about the average size of your farms upon this estate?—Well, I have given the particulars in my evidence.

59,301. Do the farmers have a number of servants, or mostly labouring men living in cottages?—Mostly labouring men living in cottages, and their sons too.

59,302. Have you had tithe difficulties in this district lately?—We had some little time ago, but none of his Grace's tenants were engaged in it at all.

59,303. There has been no tithe difficulty lately?—No.

59,304. Do your tenants make cheese at all?—Only one.

Sir John Llewelyn.

59,305. Are there any freeholders near Halkyn?—Several on the mountain, on the common.

59,306. Are they men who have purchased within recent years, or old freeholders?—Their only title is this: the late Marquis of Westminster, father to the present Duke, purchased in 1866 the common rights from the Crown. He purchased everything, the cottages and everything else, but whether it was a mistake or intentionally done, I do not know, he never charged these people any rent, and consequently they are freeholders.

59,307. They were originally squatters?—Squatters.

59,308. Then they are small freeholders?—Small freeholders.

59,309. Have any of these freeholders sold their property?—Yes, the properties have changed hands frequently.

59,310. I take it from what you say they are mostly very small?—Small.

59,311. So small, should you say, that the people were unable to live upon them unless they had some other occupation?—Not all of them. They are all able to keep a cow or two, but many of them work in the mines—collieries.

59,312. Have you done much in laying down arable to pasture?—No.

59,313. I suppose being hill land they are mixed farms?—They are mixed farms.

Mr. Brynmor Jones.

59,314. Is this estate entirely in the parish of Halkyn?—No, it is in three parishes, Northop, Halkyn, and Holywell. Of course the Duke has property in Denbighshire, but that is entirely mineral property.

59,315. The common that is usually known as Halkyn mountain is unenclosed?—Unenclosed.

59,316. When did the Duke purchase that?—The late Marquis of Westminster in 1866.

59,317. What was the purchase money?—I do not know.

59,318. In the return of the Crown sales I find he paid 600*l.* for the Crown's interest, and that was in 1861?—Perhaps I was wrong; it was 1861.

59,319. That is the transaction you refer to?—That is the transaction referred to.

59,320. What was the Crown's interest; do you know?—Merely the surface rights; the mineral rights belonged to his Grace.

59,321. At that time?—Yes, at that time it belonged to the Marquis, who bought the surface.

59,322. How did that come about. We have been told by the Commissioners of Woods and Forests that they recently have reserved the mineral rights in the cases of these sales?—The mineral rights were granted to the ancestors of the present Duke of Westminster, in the time of Charles II.

59,323. A grant from the Crown?—From the Crown.

59,324. Was the late Marquis of Westminster or the present Duke, lord of the Manor of Halkyn?—Yes, lord of the Manor of Halkyn.

59,325. That does not appear to have touched any land in the parish of Holywell?—That must have been a previous purchase, because we have for many years received rents from all the cottages on the Holywell Mountain, or rather most of them; I will not say all.

59,326. Then really what this 600*l.* was for was the interest in the surface, the freehold of the surface?—The surface alone.

59,327. Was this a Crown manor?—It was Crown land, but the Duke as owner of the minerals was lord of the manor at the time that the surface belonged to the Crown.

59,328. Is the mountain land, or waste land, or unenclosed land, subject to rights of common?—The common rights are exercised as I have said before, and in many cases are very much abused. Supposing there is a man who has a few hundred pounds at his disposal, he will overstock the place, and a poor man cannot get money enough for one cow.

Mr. Griffiths.

59,329. What right does this gentleman you spoke of as a county councillor claim to turn out there?—That I do not know.

59,330. Has he any land attached to the place?—He has five acres of his own.

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MR. L. J. HENRY.

[Continued.]

Chairman.

59,331. There are some questions handed in by Mr. Bromley: "Is there any common land, and has any been enclosed and let to tenants for rent?"—I may say this; that at the Duke's request I have frequently allowed people to enclose, without charging any rent whatsoever. If a man wanted to square or straighten a hedge we always allow him to do so, and do not charge any rent.

Mr. Brynmor Jones.

59,332. Without holding a Court for the people who have the rights of common?—It is a small matter, more or less. It would not be worth more than a few shillings.

59,333. Since the recent Act a lord cannot approve without the consent of the Board of Agriculture. Do you mean you allow bits of this waste to be enclosed without such approval?—That has been done; they raise no objection; I should soon hear about it if they objected.

The witness withdrew.

Mr. JOHN DAVIES called and examined through an Interpreter.

Chairman.

59,338. Is this your statement?—Yes; my Lord.

59,339. Is it correct, and has it been translated to you?—Yes; it is quite correct.

The statement of the witness was read as follows:—

Evidence of Mr. John Davies, Garn Ychain, Gwaenyngor, Rhuddlan.

I have been tenant of my farm for 14 years.

I left Montgomeryshire, and though I had made many improvements there I received no compensation.

59,340. Whom do you farm under?—Mr. Pochin.

59,341. Whom did you farm under in Montgomeryshire?—Mr. Lloyd, who lived at Tanllan, in the Llanfihangel Parish.

59,342. In Montgomeryshire?—Yes; the farm was on Sir Watkin's estate, but it was sold, and Mr. Lloyd, the purchaser, let it to me after the sale.

59,343. It was sold by Sir Watkin to Mr. Lloyd?—Yes.

My present farm is 160 acres, and I pay 148l. Thirty-two acres of the farm consists of gorse land on a hill side, and rocky land of no use for cultivation. I consider that I am paying too high a rent, having regard to the present state of agriculture, that although produce has fallen so greatly in price, I am obliged to pay the same rent, and I consider that there should be a land court to decide many differences which exist between the landlord and the tenant.

A. 86439.

Chairman.

59,334. This is another question by Mr. Bromley: "What is the tenure of the Halkyn and Penyball Mountain, respectively?"—On the Penyball they pay an annual rent, varying from 6d. to perhaps 5s. or more per annum. The people who live there pay such rentals.

Mr. Brynmor Jones.

59,335. What kind of tenure is it, that is the question?—I do not quite understand the question.

59,336. Under this grant from the Crown, of Charles II., were any rents reserved by the Crown?—No, I think not.

Chairman.

59,337. Another question by Mr. Bromley: "Is the rent reduced upon mining properties where the land has been affected by mining?"—No such case has occurred during my agency.

Chairman—continued.

I can confirm the evidence of the last witnesses on the question of game.

Sir John Llewelyn.

59,344. What was the name of your farm in Montgomeryshire?—Fedw, in the parish of Hirnant.

59,345. When you left it did you make any claim for compensation?—Yes, I did; but I did not get anything.

59,346. What did you claim?—I did not mention anything.

59,347. You did not mention how much?—No; I did not mention anything.

59,348. How long ago was that?—I lived in that farm 15 years.

59,349. You left it 15 years ago?—Fourteen years ago.

59,350. It is 14 years since you left it. Were you there 14 years, or is it 14 years ago since you left it?—I was in that farm 14 years.

59,351. How long ago is it since you left it?—Fourteen years.

59,352. How long had you been there before you left it?—Fifteen years I was in that farm.

59,353. Fifteen years you were there; 14 years ago you left it?—Yes.

59,354. That brings you back to 1880. During the last 14 years have you been in this neighbourhood?—Yes; I have been these last 14 years on this farm.

59,355. What is the name of your present farm?—Garn Ychain.

59,356. You say you can confirm the evidence of the last witnesses on the question of game?—I want to abolish it entirely.

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Mr. JOHN DAVIES.

[Continued.]

Sir John Llewelyn—continued.

59,357. To abolish the game?—Yes, they let me the farm; and they let the game to another gentleman who comes over my farm.

59,358. Does the game hurt you?—Yes.

59,359. What sort of game?—They come with three or four or five men, and break the hedges and make gaps.

59,360. It is the men and not the game that hurt you?—The men by hunting the game.

59,361. Who are the men that do the mischief?—They let it to a gentleman from Glyn Castle. His name is Mr. Bates.

59,362. Is he an Englishman or a Welshman?—He is an Englishman.

Professor Rhys.

59,363. Do you think Welshmen behave better when they are in quest of game?—I should think they ought to do so.

59,364. Do you think they do behave better?—No, not as I know—not the least—they are one as bad as the other.

59,365. You do not like to have two tenants over the same land?—No, indeed, one is plenty.

59,366. You do not complain so much of the game itself, as of the men who kill it?—No, not so much.

59,367. You complain more of the men who come to kill it?—Yes, of the keepers. They come breaking the hedges down, and the men come after them, and the sheep are frightened.

59,368. Do any of them knock you on the head sometimes, as we heard in another case?—No, they never knock me.

59,369. You would not stand that?—No.

Mr. Grove.

59,370. If the game does any damage to you you think you ought to be paid for the damage done, do you?—Well, the game does do damage of course—not so much as knocking the hedges down.

59,371. Do you make any claim for compensation for damage?—Yes, I have done so.

59,372. Have you had it paid to you?—No, not at all.

59,373. When you improve a farm yourself do you consider if you leave the farm after you have improved it, that you ought to be paid for the improvements that you have made there?—I ought to be, whatever.

59,374. You have not always had that, have you?—No, not at all.

59,375. Now as to the land court; what do you mean by a land court?—For the farmer to have the rights of his farm.

59,376. You would like the landlord and tenant first to try and agree between themselves, would you?—Yes.

59,377. Both as to the rent, and as to the terms upon which the tenant was to take the farm?—Yes.

Mr. Grove—continued.

59,378. Then if they did not agree you would like a land court to come in and say so-and-so is fair?—Yes.

59,379. That is your idea, is it?—Yes.

Mr. Richard Jones.

59,380. How did you know that this farm of Mr. Pochin's was vacant in Flintshire?—When Mr. Pochin bought the Bodnant estate the man from Montgomeryshire took three or four farms, and he let one to me for two years, and I took it, and he let another to another person, and he received 20*l.* more rent on it than he paid himself to Mr. Pochin.

59,381. He is a sort of middleman?—No, he took this farm and he let it; he asked that which he could let it for.

59,382. You say that a man took four farms from Mr. Pochin?—Yes.

59,383. And he sublet one of them to you?—Yes.

59,384. He was a Montgomeryshire man?—Yes.

59,385. Where was he a native of; was he a native of Llanfihangel?—He is in the grave now.

59,386. Where was he a native of then?—Meifod.

59,387. Did any more Montgomeryshire men come there besides you?—Yes, there is another man who has come there occupying a farm.

59,388. Well, how does he fare?—I do not know; he ought to come here to say how he does if he wants to say.

59,389. I should think he is pretty well satisfied, or else he would come here to tell us?—I should think he would.

59,390. Do you think that your circumstances are as good here in Flintshire as they were in Montgomeryshire?—Not now, because everything has gone so low.

59,391. You were a richer man when you were in Montgomeryshire, than you are here?—Yes.

Mr. Griffiths.

59,392. When you were in Montgomeryshire, who was your landlord?—It was Mr. Lloyd, who had bought it at Sir Watkin's sale.

59,393. Yes, but I mean before that?—I never had any farm before.

59,394. Did you not have the farm under Sir Watkin?—No, not under Sir Watkin.

59,395. You never were under him?—I never was under him.

59,396. What was the nature of the improvements that you made on that farm?—I made a great deal of improvement. I laid a good deal of lime there, and manure of all sorts. It was very poor when I had it.

59,397. And it was much better when you left?—Yes, and then I put it up to have a drop in the rent, and some fellow came and took it, and he was not there more than a twelvemonth after.

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Mr. JOHN DAVIES.

[Continued.]

Mr. Griffiths—continued.

59,398. Did he come and offer more rent for it?—Yes.

59,399. Would you not like to have a law to prevent people making offers in that way?—That is the way it ought to be.

59,400. Do the people go into your corn at all when shooting?—Yes, they have been.

59,401. Do they send the dogs into the corn?—Yes, they send the dogs, too.

59,402. Have you made any complaints to your landlord about it?—We have tried to get them from there. No, I did not complain to the landlord. I told those that were shooting.

59,403. It was no use to tell them, I suppose. Have you had any abatement in your rent?—10 per cent.

59,404. For how many years?—These two or three last years.

Mr. Brynmor Jones.

59,405. Which parish do you come from?—Gwaenysgor.

59,406. Is that a Welsh-speaking parish?—Yes, all Welsh.

59,407. Are you the only farmer from that parish who is coming to give evidence here, so far as you know?—I do not know. Perhaps there are many of them can do it. There are not many of them who have come here.

59,408. Have any come?—There is only one, Mr. Roberts.

59,409. Does he come from the same parish?—Yes.

59,410. Do you think, from your knowledge of the other tenant farmers in the parish, that they are a little afraid of coming forward?—I think they are, many of them.

59,411. Do you think that most of them that you have talked with share in the views that you have expressed to us about the establishment of a land court?—Yes, I believe that all agree about the game, and also about the views in regard to the rents.

59,412. Then, I take it, that in your view rents in that parish are so high that tenant farmers cannot go on paying them long?—No, they cannot. If we do not have soon an alteration, we may go somewhere.

59,413. Have the abatements that have been given been sufficient to make the rent a fair rent?—No, indeed, not enough, by far.

59,414. Then, you think there is really no remedy for this depression except a general reduction of rents in the parish?—That is so, indeed.

The witness withdrew.

Mr. Brynmor Jones—continued.

59,415. Have the tenants represented that to the landlords, or to the agents?—Yes, they have, many of them.

59,416. And the only result has been the abatements that you have mentioned?—Yes. Many of them give 15 per cent., 20 per cent., and 25 per cent., too—many of the landlords do—and I think that their land is as dear as any land.

Chairman.

59,417. Mr. Owen Wynne asks a question, "You said, at first, that the farm you had in Montgomeryshire was Sir Watkin Wynn's" when you first occupied it. Was that so?—No, my Lord, I did not.

59,418. I do not think the witness said so. I will ask the shorthand writer to read his note of the evidence.

The shorthand writer read the note as follows:—

"(Q.) Whom did you farm under in Montgomeryshire. (A.) Mr. Lloyd, who lived at Tanllan, in the Llanfihangel parish. (Q.) In Montgomeryshire. (A.) Yes. The farm was on Sir Watkin's estate, but it was sold, and Mr. Lloyd, the purchaser, let it to me after the sale. (Q.) It was sold by Sir Watkin to Mr. Lloyd. (A.) Yes. (Sir John Llewelyn.) What was the name of your farm in Montgomeryshire? (A.) Fedw, in the parish of Hirnant. (Q.) When you left it, did you make any claim for compensation. (A.) Yes, I did, but I did not get anything. (Q.) What did you claim. (A.) I did not mention anything. (Q.) You did not mention how much. (A.) No, I did not mention anything."

59,418a. The following questions are by Mr. Vincent: "What Mr. Lloyd was it that bought your farm?"—He lived in the farm under Sir Watkin before he bought it. Sir Watkin sold many farms in the parish then.

59,419. He was the former tenant, who bought the farm of Sir Watkin. Is that so?—Yes, he bought it of Sir Watkin.

59,420. Mr. Lloyd bought the farm, and then he let it to you?—That is so.

59,421. Mr. Vincent's questions continued: "Have you not had abatements ever since 1886?"—No, my Lord.

Mr. R. EVERETT JONES called and examined through an Interpreter.

Chairman.

Chairman—continued.

59,422. Is this your evidence and is it correct?—Yes.

59,423. You are a tenant farmer. Who is your landlord?—The late Mr. Bell was my landlord.

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Mr. R. EVERETT JONES.

[Continued]

Chairman—continued.

59,424. How is the estate managed now. Is it in Chancery, or what is the state of things?—I do not know.

Sir John Llewelyn.

59,425. Is it in the care of trustees or mortgagees?—I have not heard anything.

Chairman.

59,426. How long ago did Mr. Bell die?—A few months ago, my Lord.

The statement of the witness was read as follows:—

Evidence of Mr. R. Everett Jones, Siamber Wen, Newmarket.

I became tenant of this farm in 1889, under Mr. Bell. The farm is 26 acres in extent, and I pay 54*l.* I found that it was impossible to make the farm pay, and I therefore requested Mr. Bell to reduce the rent, and I had some correspondence; but all that I could get from him was to give the farm up, and he could easily get some one else to take it.

59,427. You have asked for a reduction of rent?—Yes, many times.

59,428. And it has always been refused?—Refused each time.

59,429. Do you consider it too high?—Yes, indeed, I consider it too high, and I could not pay the rent when he asked for it.

59,430. You cannot possibly live at the rent, in your opinion?—No, not by far.

59,431. Do you think there are many persons in this district in the same position as yourself?—A good many.

59,432. Why have they not come forward to say so before the Commissioners?—They are afraid of the landlords.

59,433. Is this a letter from your landlord [*producing a letter*]?—Yes, my Lord.

59,434. Do you wish it to be read?—Yes, my Lord.

“Bodrhyddan, Rhyddlan, R.S.O.”

“DEAR SIR, 3rd February 1893.

“I HAVE your letter. As you say Siamber Wen does not pay you, send me a 12 months’ notice to quit before the 29th September next, and I will let it to some one who will, perhaps, make more out of it.

“Yours truly,

“Mr. R. Everett Jones, WM. BELL.

“Siamber Wen,

“Newmarket,

“Rhyddlan, R.S.O.”

59,435. Do you consider that the farmers in this neighbourhood are afraid to come forward to give evidence before the Commission?—I know they are; I have heard them say so.

Chairman—continued.

59,436. Do the tenants in this neighbourhood know that they will be protected by the law if any case of intimidation is brought before the Commissioners?—I do not understand that. They prefer to be under the burden rather than come forward to make a complaint.

59,437. Are they not aware that the Commission would not hesitate to put the law into force if any such cases came before their notice?—I do not understand that, indeed.

59,438. They do not know that the Commission has power to protect witnesses and would not hesitate to use that power if necessary?—I do not think that they understand that.

Mr. Griffiths.

59,439. Did your landlord build or drain for you?—No, nothing.

59,440. Suppose you left as your landlord requested, you would get another farm?—I had one at the time.

59,441. Was your farm let to another man?—I am there now. I have not gone away. Soon after I received that letter from Mr. Bell he sent me a notice for the rent.

59,442. Were you in arrear with your rent?—Yes, I paid the rent as I could. I could not pay it altogether.

59,443. Do you think you made as much out of the farm as any other man would have made?—I think that I did.

Mr. Richard Jones.

59,444. What kind of land is this farm. I see it is over 2*l.* an acre?—It is rather good land, but I could not make that rent out of it.

59,445. Is it grazing land?—Some is grazing land.

59,446. Would you consider it the very best class of land that could be obtained in this county?—Yes, in the neighbourhood where I lived.

59,447. What is the name of the parish?—Newmarket.

59,448. What amount of stock will the farm carry?—I kept a team of horses, to cultivate 26 acres of land, three milking cows, one heifer, and two or three calves.

59,449. What do you mean by a team of horses; how many do you mean?—Two.

59,450. Do you keep any sheep?—Four.

59,451. What were you selling off every year from that farm?—One season 20 hobbits of barley, and in the same year about 20 hobbits of oats.

59,452. How much a hobbit would the barley be?—From 7*s.* to 8*s.* I had for it.

59,453. And the oats?—6*s.* for the oats.

59,454. What else?—Perhaps I would have a heifer or two.

59,455. What would you put on those?—I sold two yearlings for 4*l.* a head this season.

59,456. We will put those at 8*l.* together. What else?—One cow for 8*l.*; nothing else.

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Mr. R. EVERETT JONES.

[Continued.]

Mr. Richard Jones—continued.

59,457. What did you do with your butter?—I sold the butter.

59,458. What did you make out of the butter?—I made from 15 to 18 pounds a week from the three cows, full profit.

59,459. What did you get for that; 1s. a pound?—We have been selling it under 1s.

59,460. Would you put it at 1s. the average?—1s. would be the average, taking it all through.

59,461. That is 15s. a week, for how long?—For two or three months, and then it would be reduced.

59,462. Was that all that you made out of your farm?—We took in visitors, and did our best in that way, and all we received went to the landlord, and we could not get enough for him.

59,463. To pay the rent?—Yes.

59,464. Was your farm near the sea; was it on the seashore?—No; no sea within four or five miles of it.

59,465. But do these visitors come there annually?—They are coming to us annually.

59,466. What would you be receiving for lodging these visitors?—About 15s. a week from these people.

59,467. How long would they be there?—They stay with us from five to six weeks.

59,468. Is the house suitable for lodging visitors?—They are coming to the neighbourhood, and they choose to come to us.

59,469. But is the house suitable?—Yes, the house is suitable.

59,470. You would make something from the horses occasionally?—Yes, as much as I could; but it was very little.

59,471. That is by working out?—Yes, as much as I could get.

59,472. Did you sell any colts?—Yes, I would sell one perhaps every other year.

58,473. What would you make for one of those?—From 7*l.* to 9*l.*

59,474. That would be an average of 4*l.* a year?—I sold those when about three months old. About 4*l.* a year would be the average.

59,475. It has been frequently stated to us that in order to make a farm pay the tenant should make three rents. Do you know anything about such a calculation in this part?—I do not quite understand the question.

59,476. Do you know whether there is such a calculation as making three rents in order to make a farm pay in this part of the world—that is to make all payments?—That is necessary.

59,477. Do you know of such a state of things?—I know that many cannot pay for their holdings.

59,478. Of course if the principle is applied to your farm it would show that you are very backward indeed, because you do not even make the rent of it, without talking of ordinary payments. According to the income which you state you have made from your farm you have only made 44*l.* 5*s.*, whereas your rent alone is 54*l.*, without taking other payments into

Mr. Richard Jones—continued.

consideration?—I cannot give any other account.

59,479. The wonder to me is that you have been able to keep on so long.

Mr. Grove.

59,480. Did Mr. Bell own much land—many farms?—Not many. He had some farms.

59,481. Did he have them left to him, or did he buy them?—I cannot say how he came into possession of them.

Professor Rhys.

Mr. Bell was the agent of the Bodrhyddan estate and of Mr. Pochin.

Sir John Llewellyn.

59,482. Do you think that someone else might pay this rent?—No, and I told Mr. Bell so himself.

59,483. You think if you could not do it nobody could do it?—That is so.

59,484. How long has the rent been fixed at 54*l.*?—Since I have been there.

59,485. How long is that?—Six years.

Chairman.

59,486. The following question is by Mr. J. E. Vincent: "Your landlord put the place in "thorough repair when you entered, did he not?"—Yes, he put it in a very good state of repair, and he asked me to haul everything towards it.

59,487. You did everything with regard to the hauling of the materials?—Yes.

59,488. What do you consider that that carrying of materials cost you?—I have not made a calculation of the cost. There was not a gate on the place when I entered, and he put me to make holes for the posts and put me with a carpenter to fix them.

59,489. How far had you to draw those materials?—From Rhyl, Rhuddlan, and the neighbourhood, and from Cærwys.

59,490. How far would that be?—Six miles to Rhyl, and to Rhuddlan 5 miles, and 6 miles to Cærwys.

59,491. How long did these repairs take place in doing?—Weeks to make them all. I wish to say one thing more.

59,492. Certainly, say anything you like?—As I said before, Mr. Bell sent me a rent notice after the letter.

59,493. Do you mean a notice to quit?—No, a notice for rent, and the letter stated that I was to give him 12 months' notice. When I went down to pay the rent he had a notice ready for me, and he was going to give me the notice and told me that I wanted to leave. I replied that I did not want to leave; I wanted him to fix a rent that I could pay. After that he served me with a notice.

59,494. Are you under notice to quit now?—Yes, my Lord.

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Mr. R. EVERETT JONES.

[Continued.]

Mr. Griffiths.

59,495. Have you as much stock now as when you took that farm?—About the same.

59,496. What compensation will you receive from Mr. Bell after you leave your farm?—I have not made that up.

59,497. Will you receive any compensation for hauling the materials to build the house?—I ought to have.

The witness withdrew.

Mr. WILLIAM EDWARDS called and examined.

Chairman.

59,501. You understand English perfectly?—Certainly.

59,502. Where do you live?—29, Princes Street, Rhyl.

59,503. You have been a farmer all your life?—Yes.

59,504. In 1877 you secured the first prize at the Royal Agricultural Society for the best dairy or stock farm under 100 acres?—Yes.

59,505. And you were appointed a delegate in 1890 to go to Canada for the Canadian Government to report upon the agricultural resources of the Dominion?—Yes, my Lord.

59,506. What do you propose to deal with in your evidence?—What I have been thinking for years from my experience is that it does a great deal of injury to the tenant farmer to have a preferential creditor. It is one of the things which I want to bring before your notice.

59,507. Will you tell us what your opinion is with regard to the preferential claim for rent? In the first place it injures the tenant farmer's credit and it places an unscrupulous agent or needy landlord in a position to let his farm to the highest bidder, which, I think, is unjust on the face of it between the contracting parties. It also has far-reaching effects in other directions. For instance, a tenant farmer when he enters a farm must have implements, seed, and manure, and generally he has to get those upon credit. The landlord is in a position to distrain upon the tenant for his rent and all the goods of those people for his rent, which is the interest on his money, while the other creditors' capital, their interest and their livelihood, are in the goods that they have sold. I think upon the face of it that it is unjust towards the agricultural community in general.

59,508. You do not think it is of any advantage to the tenant farmer himself?—It cannot be. The advantages that I have heard put forward by landlords and agents in argument are that they would not allow a tenant any credit if their claim was not a preferential one, but if you consider that question it comes to this, the general calculation is that a farmer should possess at least 10*l.* an acre of capital before he enters upon a farm; in this district the rent does not amount to more in the majority

Mr. Griffiths—continued.

59,498. You ought to have, but do you expect to receive compensation for the haulage?—Yes.

Mr. Richard Jones.

59,499. May I ask if there is an agreement between you and your landlord?—Yes, there is.

Chairman.

59,500. Have you got it here?—Yes. (*The witness produced agreement.*)

Chairman—continued.

of cases than 2*l.* an acre, and in that case the farmer has to possess five times the amount of rent. Therefore I think that a tenant farmer would be in a great deal better position if he were to pay the rent in advance than to be under the embargo of having a preferential creditor.

59,509. Do you think that under present circumstances any farmer could pay his rent in advance and live?—No, there are not many who could. The capital of agriculturalists has vanished in the last 20 years to a very great extent, in fact they have been paying rent out of capital mostly for years.

59,510. What sort of position do you think the tenant farmers in this neighbourhood are in; are they in a good or indifferent position?—A very indifferent position, my Lord, they have to farm in the majority of cases upon borrowed capital.

59,511. Their position is not as good as it was 20 years ago?—No, not nearly.

59,512. Do you consider the rents are fair or high in this neighbourhood?—The whole of the burdens upon the land are too high altogether.

59,513. Including the rent, in your opinion?—Including the rent and all the other charges; the repairing of the roads and the poor law. Of course the land has to bear all those burdens.

59,514. Do you consider the farmers in this district will be able to go on paying the rents that they do at present?—They cannot possibly.

59,515. They cannot possibly go on in your opinion?—No. They have been paying from capital or else they have been impoverishing the land. They are the only two resources which they have to go to. They use their own private means if they have any.

59,516. What is your opinion of the tenant farmers as a class in this neighbourhood? Are they industrious, thrifty, and hardworking people?—They are industrious, thrifty, and hardworking people and they live very hard.

59,517. Have they, as a rule, improved their lands?—No, I cannot say, as a rule, that they have. In some cases you will see farms are greatly improved, but as a rule the land has not improved.

59,518. Has the land gone back in this neighbourhood; is it not as good as it was?—It

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[Continued.]

Chairman—continued.

cannot possibly be when the crops are sold off and they cannot afford to put the money back into it.

59,519. You have mentioned on your paper special cases of hardship. Can you give any instances?—Yes; I can give two instances where the law of distress has been put in force. The first case I remember very well; it must have been between 15 and 18 years ago, and it is the first I remember. A very thrifty tenant farmer.

59,520. Can you give his name?—Yes; I can give the name of the landlord and of the farmer.

59,521. You had better do so, I think?—The farm he took was Llynwern, within a mile of Ruthin, under Mr. Cornwallis West, and the tenant's name was John Hughes.

Chairman.

Is there anybody representing Colonel West in the room?

(Mr. Vincent.) There will be a note taken for him, my Lord.

(The Witness.) He took the farm which was adjoining the Castle grounds and the game preserves, and at the end of the first year, when he came to thresh his corn, he found that instead of having come from an upland farm to a better one, the yield of his corn was a great deal worse than it was in the upland farm, three or four miles away on the mountain, on account of the damage done by the tame pheasants, which were reared close to his land. He continued to farm for another year, and made a claim for the trespass done by game, and he paid his rent, minus this small claim, which was put down in the rent book as arrears. Shortly afterwards he was taken ill, and he died, and the time had passed within which to give him or his widow notice, the agent to get possession of this farm distrained for the amount appearing in the books as arrears. The consequence was that the widow had to leave the farm, and leave all the improvements of her husband there to the incoming tenant, and she and her family went out of farming altogether.

59,522. Have you got another instance?—Another was on the same estate about five or six years ago. That tenant came and wanted to take under Colonel West a small farm close to the town of Ruthin; he was anxious to go into the milk trade. He took this small farm, and, to make the farm more compact they gave him a few acres of an adjoining farm, from which the crops had been carried to another farm under Colonel West; but they proposed to allow him, as compensation for the crop taken off that land, the difference between the consuming value and the market value. He was to sign an agreement to consume all his crops on this land, and agreeing to take their compensation, which was the difference between the consuming value and the market value of the crop taken from those few acres that were added to his farm. Matters went on for two years.

Chairman—continued.

He improved his land greatly by carting manure from the town, and laying it down for his purposes of grazing and carrying his milk to Ruthin. In addition to the work upon his own farm, he did the haulage for all Colonel West's estate in the town and other places, being allowed so much for team work so much per day. At the end of—I forget now whether it was three or four years, but one of the two—he had run up a considerable bill against the estate for haulage, and he did not receive his cheques for them before the rents, and he allowed one half-year to run as against his claim for haulage and other matters which appeared in the rent-book as arrears. A few days before the 29th September, at which date the last half-year's rent became due under the old régime, they distrained upon his goods for the arrears. The man had nothing to do; he could not realise his corn nor his stock; his milking cattle at that time of the year were quite unmarketable; they appeared all as “barrens,” and he had nothing to do but to allow the sale to go on. In that instance when the persons who attended the sale understood his position they would not bid, and the sale was a failure; they could not sell anything. The result was that when Colonel West heard of it he came down at once from London, and inquired into matters, re-instated the tenant and paid all the expenses, and the tenant is there still. Of course they had to give him credit for his haulage, and pay him a little compensation. I may say that I knew about that compensation, having been asked by the tenant to value the difference between the market value of the straw and the consuming price, and the landlord accepted my valuation and agreed to pay him; but he never did until this event happened. Then the 11l. 15s. (I think it was, if I remember rightly) was added to his bill for hauling material for the estate, and having given credit for all those, there appears to be no debt except the current half-year, and the one to become due on the 29th September. I should have stated to you that the agent distrained before the 29th for the arrears, and after the 29th he put in another warrant for the current half-year, which was due, but not payable until the following Christmas.

59,523. When Colonel Cornwallis West heard of this he reinstated the tenant?—Yes.

59,524. And all this was done without his knowledge or sanction?—Well, we believed at the time that it was done without his sanction, but the result would have been the same; if his friends had not rallied round him, and failed to bid for his stock, the tenant would have been ruined. No doubt his stock would have been given away for an old song; his crops were all there in the stack, and he could not have realised to the best advantage anything.

59,525. From this you contend that the preferential claim is unfair to the tenant, and ought to cease; that is your view?—Yes.

59,526. Have you anything to say about compensation to tenants for improvements?—

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MR. WILLIAM EDWARDS.

[Continued.]

Chairman—continued.

Yes; I have been assessing damages several times for compensation under the two new Agricultural Holdings Acts. The first of those two Acts I considered, when the effect of it was seen, to be not worth the paper it was written on, and the last is so cumbrous that it requires a farmer to be something more than a lawyer to understand it.

Mr. Richard Jones.

59,527. Something more than a farmer you mean?—More than a lawyer; he ought to be a Queen's Counsel.

Chairman.

59,528. Have you any ideas to advance or proposals to make as regards compensation to tenants?—I believe that if the contracting parties were put on equal terms to commence with, and the law of distress abolished, and the landlord brought to the position of an ordinary creditor, he would take more care a great deal. I have read a good deal of the evidence given before this Commission, and I believe those gentlemen who have come forward, and said that on many estates the highest bidder is not accepted. I know that that is so on some estates, but that does not make the case better at all. The present state of things gives a landlord who is anxious to make the best of his land (as many are), or an agent, the same handle. I have no occasion to disbelieve what Mr. Pickering said this morning, that he never took the man who bid the highest rent, and I know upon Sir Watkin's estate it is not done; but I know plenty of others who are very glad to take any offer. It creates unfair competition. A man may want to live upon a farm, and he wants to get it at a fair price; another man, if the farm is in decent condition, will offer 20*l.* or 30*l.* more for a hundred-acre farm, because he can see his way to make a living out of that land, and pay more rent for two or three years, and leave it in a bad condition. I know cases where it has been carried on in that way.

59,529. Do I understand you to say that, on many estates, you know of farms being let to the highest bidder?—Yes, I have known that.

59,530. On many? Will you go as far as that?—Yes.

59,531. On many estates?—Yes, especially the small ones.

59,532. Are you in favour of any court of arbitration between landlord and tenant in cases of dispute?—I should think that the present county court, with two practical assessors, would be quite sufficient to decide any dispute.

59,533. Their decision being final?—Well, I should think their decision might as well be final, because the expense of appealing is much more than a farmer could bear, and there is nothing else at his back in this country.

59,534. Is there anything more you want to say on the general heads of this inquiry?—No, I do not think there is.

Mr. Griffiths.

59,535. You mentioned just now the case of a widow. Had she sufficient capital to pay the rest of her creditors after the landlord had had his due?—Yes she had.

59,536. Who is the likeliest person to offer too high a rent for a farm, a man who has capital and is likely to pay for it, or another who is anxious to get the farm at any price?—The latter is more likely at present to offer too much.

59,537. Are there many such do you think?—Yes, too many by far.

Mr. Richard Jones.

59,538. What do you mean by saying that the landlord or the agent uses the highest bid as a handle?—What I mean is, his position as a preferential creditor gives him a handle to act in that way. He is in this position, if I can make myself understood. He has a farm to let, and every farm that comes into the market as a rule has a few fields that are a little out of condition, which would come in for a green crop in the following year. Some part of every farm is in good condition always. The better the condition of the farm the more likely is the landlord to make a handle of it and let it to the highest bidder. In that case it creates unequal competition. The man comes in and he sees at a glance that he can make a living at it, and make something out of the land as well if it is in good heart, and the landlord is in this position; that he will certainly get his rent—the first rent is due on the 25th March, generally in this part of the country the tenant enters on the 30th November or the 1st December, and on the 25th March the first half-year's rent becomes due, before that man has an opportunity of realizing a penny of what he has spent up to then. On the 29th September, before he has realized anything for his crops, and only a few lambs or something like that from the grazing part of his farm, the second part of the rent becomes due. The landlord can pounce upon him then, and stop anybody else having a halfpenny-worth of the goods there before he is paid, and even the ironmonger's implements if they happen to be on the farm, in which the ironmonger's capital and profit are all invested, can be sold by the landlord to realize the interest on his capital.

59,539. You think of course that in the interests of the tradesmen as well as in the interests of the tenant the law of distress ought to be abolished?—Yes, and in the interests of the community as well; because the more we grow at home the less dependent we become on other countries as a nation for our daily bread. But under the present régime there is no encouragement to a practical farmer nor a man of capital to enter into the farming business at all because his capital is not safe; he will not invest it in the improvement of the land, and the consequence is that instead of farming improving in this country as it does elsewhere

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[Continued.]

Mr. Richard Jones—continued.

it is getting worse. From my experience I have noticed that these periods of depression come every four years or so. I have also noticed that at the end of every fourth year, when a drop comes, the animals go below their previous condition, and they never touch the highest point that they were at four years before. I believe that comes round by the practice in this country of rearing store cattle and selling them at two years old. When stock are selling high, the farmers keep every calf; there is no veal to be had for love or money; it is overstocked, and two years afterwards down they come.

59,540. What is the difference between the depression at the present time and the depression 20 years ago, have you noticed any difference?—Yes. A good milking cow then, when they were at the lowest ebb, would make 16*l.* or 18*l.*, but now they come to 10*l.* and 12*l.*

59,541. That was hardly what I meant to ask. I meant, were there any particular features in the depression of the present time that were different to those of the depression of say 20 years ago. For instance, I will ask if you have noticed this: that 20 years ago when one thing was low another was high?—Twenty years ago we had not the foreign competition to contend with that we have at present, and every year as we go on, with the cheap rates of transit over the Atlantic and the cheapness of land there as well, and their better mode of cultivation as they learn farming, the competition will get keener in my opinion, year after year, as it has been doing for the last 20.

59,542. There is this to be observed. If it was a year of scarcity about 20 or 25 years ago, a farmer, as a rule, got a higher price for his stock?—It was so then, certainly.

59,543. But it is not so now?—No, it is not so now, and I do not believe ever will be again. We depended more then upon home produce.

59,544. When you talk about the landlord or the agent using the highest bid as a handle, I was thinking perhaps you might refer to cases which have been mentioned to us. Of course landlords and their agents tell us that farms are never let to the highest bidder, but when you talk about the highest bid being used as a handle, I thought perhaps you meant this: that where a tenant made a high bid for a farm, and he was perhaps not a desirable tenant, it was used against a man of credit, a man of capital, when he came to make his bid?—Yes.

59,545. Perhaps he would make his bid and say, "Now the farm is only worth so-and-so." The agent will say, "Oh, but so-and-so was here, and he bid so-and so; if you do not give it I shall let the farm to him?"—Yes, I have known cases occurring in that way, but I did not mean that when I made the remark.

59,546. Do you think it is used in that way?—Oh, I have no doubt about it. I have known it to be used, but not on large estates as a rule; on small ones.

59,547. And you think if the preferential claim was abolished, more care would be

Mr. Richard Jones—continued.

exercised by both the agent and the landlord in letting the farms?—Yes, and the sitting tenant would be safer. A man would not be removed for the sake of letting a stranger in. They would prefer a man they knew would pay them, before letting it to a stranger. It is not so now.

59,548. Have you any suggestions to make with respect to the amendment of the Agricultural Holdings Act?—I have not.

59,549. Do you think the tenant should have more liberty in the schedules?—They certainly should have more security for their outlay, because you as a practical farmer will know perfectly well that the land will not pay without manure, and first of all if you want to clean a foul 10-acre field, it means a capital of 30*l.* to start with, an outlay in taking the dirt out of that field to commence with. Well, you will have to manure it well, and put green crops in and clean it. Perhaps if it is the four-course system, you will do it twice in five years, and the field, after the second dressing, will be in condition afterwards for years. A man who does that wants more than two years' notice. There is nothing in 12 months. He could not realise out of that field in less than five years. It must take him five or six years to bring it round into condition, and it would take that much again to work it out into his own pocket with profit. It will not pay a man to work a farm until it is as poor as a mountain, and it does not pay him at all; he must go on improving it. To do that, a man must have perfect confidence that he can spend his money and improve his land, and as a rule those men are content to remain where they are, and they are there for generations.

59,550. What you contend is that under the Act a man would not have ample compensation for the expense and labour which he lays out on the farm?—No, under even the two new Land Bills. Under the last one—I began to refer to it before—wherever it has been tried in this part of the country, first of all the tenant makes a claim for unexhausted improvements, or anything else as to which he might have thought he was hardly dealt with, in not having repairs or something of that sort, and he gives notice to his landlord of his claim, and a counter-claim is made by the landlord, and it comes before a court of arbitration or any other court. It is a very expensive process to the tenant farmer, and very unsatisfactory as far as I have seen. I have been acting in one or two cases as a witness. In one case I assessed the claim, and made, as I thought, the tenant's claim as reasonable as possible, but however, the counter-claim of the landlord was quite as much. The arbitrator was a very practical man, and they were practical farmers of course as witnesses on both sides, but the evidence was rather conflicting, and although this gentleman was a thorough practical man, he decided to split the difference between them, and the tenant went away just the same as if he had gone away without saying a word—not a penny.

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Mr. WILLIAM EDWARDS.

[Continued.]

Mr. Richard Jones—continued.

59,551. You would not be in favour of depriving the landlord of the right of sending in a claim for deterioration of the land?—Certainly not. The landlord, when he risks a poor and impoverished tenant, ought to be looked after as he is worse than an arbitrary and unscrupulous landlord.

59,552. Do you think it would be more satisfactory then if the landlord had to send in his claim on the same day as the tenant farmer?—Yes, I would consider it more satisfactory, a great deal. If there is a claim let the two claims be sent in the same day, because at present a tenant has to put his claim in first, and if that claim was not put in, no other claim would have been put in. Ten to one the tenant would have been allowed to go away and leave what improvements and what expenses he had had to meet, and not a word would have been said.

59,553. Then you think this, that the Act at present encourages the landlord to send in fictitious claims?—Yes.

59,554. And you think it would meet the necessities of the case if the landlord had to send in his claim on the same day as the tenant farmer?—Yes, and send it to the court of arbitration, whatever it would be; without fixing upon arbitrators, let them bring their witnesses, and let the county court judge decide, or any other practical person who has a practical acquaintance with the law, a presiding judge with two practical assessors, or three if you like, the same as they do now in shipping questions; nautical assessors are allowed to sit there to assist the judge, and in agriculture the same experts are required, quite the same I believe as the Admiralty.

59,555. Would you prefer that process of settling claims to having, say, a public official appointed by the Board of Agriculture, say one in each county?—Yes, if there was a public official who would act as a county court judge, and let him be a practical man if possible. Somebody practical in the law, a practical man, knowing the law, would perhaps do away with some official lawyers in the country.

59,556. Would you say it would be advisable to have somebody who would be in an independent position?—Yes, that is my opinion.

Mr. Grove.

59,557. You have been speaking about amendments in the Agricultural Holdings Act. Suppose we confine ourselves for the moment to the Act as it is at present. Do you think it is beneficial to the tenant farmer in its present state?—No, it has not proved so.

59,558. Are the tenant farmers acquainted with the provisions of the Act?—No, very few.

59,559. Are you a member of the County Council?—I am not.

59,560. Do you know whether they have appointed an analyst under the Fertilisers and Feeding Stuffs Act?—No, I do not know.

Mr. Grove—continued.

55,561. You know the Act, I suppose, passed recently?—Yes.

59,562. Do you think that that is likely to be beneficial in getting analyses made of manures and feeding stuffs?—Yes; but I think it would be more beneficial still if the Government would find a means for the farmer to pay cash with. The farmers of this country, when they want to get any pecuniary assistance, have nowhere to go to but to the banks, and they borrow it through individuals; short loans for a few days at exorbitant interest.

59,563. But this Fertilisers and Feeding Stuffs Act simply applies to analysing the stuffs, to see that you get what you pay for?—I know what you mean exactly.

59,564. The Government make certain grants to the County Councils. Could not the County Councils, out of that money, pay for the chemist?—Yes, I suppose they could.

59,565. In our county I think our fee is 7s. 6d.; the County Council pays 5s., and the farmer has to pay 2s. 6d. Do you think that the payment of 2s. 6d. to get a sufficient analysis of a fertiliser or feeding stuff, would be too heavy a payment for a farmer to pay?—No, it would not. It would be a very beneficial thing to get it.

59,566. So that you think, if they took advantage of it, it would be really beneficial?—It would be beneficial to the farmers in the long run, and those who did not make use of it, the dealers, would be afraid to sell any spurious article; once it was in vogue it would have a deterrent effect.

59,567. Do you know whether the Small Holdings Act is in operation in this county?—No.

59,568. It is not?—No; there are no small holdings here.

59,569. Are there many allotments about here?—Very few. I know of none in my neighbourhood.

59,570. You spoke of the amount of capital required for stocking a farm. Of course it varies according to the nature of the farm, certainly but just in a rough way, what would you consider it necessary to have per acre?—Now that the price of stock for the last 10 or 15 years has been lower than it used to be, 8l. will go as far as 10l. would have gone 18 years ago. It requires about 8l. to 10l. an acre to farm comfortably.

59,571. In evidence yesterday it was suggested that an expert might be appointed to go round, and to give instruction instead of the County Council lectures—an expert for each county to visit the farms themselves, and to give instruction on the spot. Do you think that would be advisable?—I believe it ought to commence earlier than that. There ought to be some sort of technical instruction in the schools.

59,572. You think that agricultural teaching in the schools themselves might be enlarged with benefit?—Yes. With the present Education Act compelling children to be at school until they have passed the Seventh Standard, some of them

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[Continued.]

Mr. Grove—continued.

cannot pass till they are 15 or 16; when they come out of a school they do not know how to take hold of a spade or to handle a plough; whereas, if there were some technical education given in each school, and a field attached to each school, it would be exercise for the boys to go out and work as on a farm, as well as practical education for them.

Professor Rhys.

59,573. Do you think that something of that sort might be done without incurring a very large expense, out of all proportion?—I believe it could be made self-supporting, with decent management.

59,574. In connexion with the schools?—Yes. The strong lads that you get at school, are quite as well able to do some sort of farm work as grown-up persons, and better, especially among green crops.

59,575. You would require an allotment of land, at any rate, for them?—Certainly; you would require a few fields of land attached to each school, and a practical instructor.

59,576. Do you think that that could be successfully carried out?—I believe it could be carried out, and it would be beneficial, too.

59,577. Has that ever been broached by any member of the County Council?—No, I never heard it broached by anybody. I have been talking it over with a friend now and then, that is all.

59,578. What do you think of the breeds of cattle in the district you know of?—The breeds of cattle in this part of the country have been improving for years, and the cattle are of a very good class. They have been crossed with shorthorn bulls, so that now they are a very good class of cattle, for feeding or any other purpose.

59,579. So you do not think there is very much to be done in that direction?—Not a great deal in that direction in this part.

59,580. And with regard to horses?—With regard to horses, there would be.

59,581. There is much more to be done?—It ought to be done, I believe; but it is not as much required now. There are private gentlemen in many of these neighbourhoods now who keep a first-class shorthorn bull, and a shire entire horse, and some roadsters as well. But, on the Continent, I believe, in Germany and other parts, they have a Government inspector, and he will not allow any private individual to travel a horse unless he is perfectly sound. I believe if something like that were done here it would be beneficial to the farmers. There is a tendency even now to use the roughest sires at the lowest prices, whereas it is to their own disadvantage, in the long run, to rear mongrels of that sort.

59,582. Then, when prices are low, you cannot get rid of these animals?—You cannot get rid of them at any price when they are low, but a good animal will always sell well; and, as a

Professor Rhys—continued.

rule, a well-bred animal will take less to keep than an ill-bred one.

59,583. Have you thought of any special ways in which our farmers could compete more successfully with the foreigner?—There is no way of competing with them, except encouraging the feeding of beef to bring it on the market at a very early stage. They cannot compete with them in any other way. They can mature the animals in from 18 to 24 months, and bring them on the shambles. They can do that to compete with the foreigners; but as far as the growing of cereals is concerned, and ordinary stock, they can never compete with them, with the present burdens on the land.

59,584. Have you thought of butter factories?—Yes. Butter factories, no doubt, would pay if they were frequently enough planted in the country, so that it would not take the farmer a very long distance to carry his milk. If they were within a radius of say 5 or 6 miles, it would do; but if the milk has to be carried through all sorts of weather, a long distance, it is deteriorating it.

59,585. Have you anything to say about poultry. Do our farmers make as much in that direction as they might?—No, I do not believe they do. There is not much attention paid to poultry; they are left to run about the farm to pick up any spare corn, or anything of that sort. There is not so much attention paid to poultry feeding as there is on the Continent.

59,586. Would it answer, do you think, if they did pay more attention to it?—I think there is no doubt it would.

59,587. You know that the foreigner can send us eggs and poultry very cheap?—Yes.

59,588. But you think it would pay?—Oh, I believe it would pay.

59,589. Have you thought also of fruit growing?—No; I do not think fruit growing would pay. Our seasons are too cold and too wet for it.

59,590. You do not think that could pay?—No. They are now on the Continent preparing factories to preserve all fruits which will grow in the open air, such as grapes. They can grow those in Canada in the open air, and realise as much as 6*l.* to 7*l.* an acre out of them, and sell them at 1½*d.* a pound. We cannot compete with anything of that sort in this country.

59,591. While I was mentioning butter to you just now, I ought to have asked you about cheese. Is there as much cheese making in Flintshire as might be expected or as would pay?—No, not nearly as much as there was years ago.

59,592. Would it pay to make more cheese?—Well, I do not know. I could not speak about making cheese from practical experience; I have never had the handling of cheese myself.

59,593. Which do you consider pays best, making butter or cheese?—I should say that making cheese would pay better.

59,594. Is it not the fact that our cheese holds its own, and rather more than holds its own

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[Continued.]

Professor Rhys—continued.

against American cheese?—Oh, it does now. But in America they are improving their cheese every year, until at last they will make it as perfect as the best Cheshire, I expect.

Sir John Llewelyn.

59,595. Are you in business?—Yes, I am in the spirit trade.

59,596. I mean in business in agriculture?—No, I am not in the agricultural line now.

59,597. Feeding stuffs?—No.

59,598. Seeds, or anything of that sort?—No, I am not in that line. I have been selling artificial manure years ago.

59,599. You are in business as an agent?—As an agent, yes.

59,600. You have had a long experience, I think you told us, as a practical farmer?—Yes, I have.

59,601. What would be your opinion as to fixing rent. Supposing you were a valuer, what would be your principle in fixing it?—I think in the first instance of taking a farm and letting it, I would let the fight be between the two contracting parties; but with a sitting tenant, a man who has been on his farm for years, and did not want to leave, but found that he could not pay his way—that his rent was too high—I would have some sort of a court, the same as you would have a practical man appointed by the Government or the county court judge, with two assessors to say what is the rent that the man ought to pay, and then let him remain. I know of cases of hardship where men have had to move, and their labours for years have been given away to another man, or confiscated altogether.

59,602. Assuming that you were the person employed to settle the question, what principles would guide you?—One principle you have to act upon is to be as near the market as you can, but in different neighbourhoods you would have to collect evidence from the farmers. I am supposed to know something about my own home, but if I were employed in Montgomeryshire or in England, I am not supposed to know everything about the customs there, and the surroundings of the tenant farmer, and it would naturally have to be gleaned from practical men in the neighbourhood.

59,603. I suppose what you would want to know is, what the average of the next 10 years is going to be?—Of course you cannot do that.

59,604. Therefore, as a practical man, you would, perhaps, ask for the past 10 years instead of the next 10 years. What would you say to that?—I should calculate it in this way. I should take the drop in agriculture over the last 20 years, and the value of the agricultural produce in the last 10 years, and I should calculate that it would drop as much in the next 10 as it had done in the last 20.

59,605. Do you think a sliding scale feasible in fixing rent?—It is a very tedious question to get at, is that of the sliding scale. The prices vary so much, and the differences in the quality

Sir John Llewelyn—continued.

of the stuff sold are so great. Beef in one market is sold at 6d., and in another at 8d., while the difference of the quality of beef may be only a halfpenny, or there may be no difference at all in the quality, so far as the value is concerned. It depends on the surroundings, and on the market where you take it in.

59,606. What is your opinion of the Agricultural Holdings Act. Has it been of use or not?—I do not think it is of any use to the tenant farmer.

59,607. Do you think it has been too cumbrous and expensive in its machinery?—Yes.

59,608. What is your opinion of the size of the farms in this district, large and small?—Farms from 50 to 100 acres seem to answer better to the requirements of this part of the world than any other size.

59,609. We have been told of a great many different sizes, from 30 up to 200 acres?—Yes.

59,610. Is it a good thing for the district that there are many different sized farms?—Yes, I think it is.

59,611. Do you think the tendency has been for people to improve themselves by taking more land?—No, the tendency has been the other way about.

59,612. That is to say they have come down from large to small farms?—I have noticed often a small farmer who made money on a 50-acre farm and was anxious to have more land, and had taken 100 or perhaps 120 acres, after having two or three years' experience on the 100-acre farm, with only capital to handle 50 acres, he finds himself losing money instead of making money.

59,613. Is that owing to want of capital?—Want of capital.

59,614. Did I understand you to say you think a man ought to have 10l. an acre of capital, and as a rule the farmers had only 2l. an acre of capital?—No, I did not say that. The comparison I made was this, that when he required 10l. of capital of his own to take a farm, the credit given to him by his landlord for six months was only for 2l. That is the comparison I made.

59,615. What amount of capital per acre do you think a man ought to have in going into a farm?—From 8l. to 10l., not less than 8l.

59,616. There is no lack of applications for farms, I suppose?—Oh no, there are too many applications as a rule.

59,617. Are there many applications of men who have capital to that extent?—It is rather perplexing for the agents as a rule to choose between the applicants they get, especially for small sized farms from 30 to 50 acres.

59,618. Do you think there is a sufficiency of good applicants?—There are sufficient good applicants for that size, yes.

59,619. I understand you to say that in your opinion the highest bidders were generally accepted on small estates?—I think as a rule on the small farms they are.

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[Continued.]

Sir John Llewelyn—continued.

59,620. Would that be irrespective of other qualifications?—Yes, I should think so. I do not know. Perhaps the other qualifications would have some slight influence.

59,621. We have had evidence again and again repeated that the highest bidder is not looked to, but the most eligible tenant?—Well, in some instances no doubt that is the fact, but that even does not alter the case that the landlord should not be reduced to an ordinary creditor. It does not alter the case that it gives the needy landlord a handle. I do not dispute the truth of the evidence given by some gentlemen as to some estates. I know it is the case that they do not let to the highest bidder.

59,622. If a man was in other respects perfectly eligible, I suppose anybody would probably take the highest bidder?—Certainly.

59,623. You would yourself if you had the chance?—Yes, and I daresay if I were a landlord myself I would go to Parliament and make the laws the same as they have done for the last generation or two, made the law for themselves.

Mr. Richard Jones.

59,624. You have told Sir John Llewelyn that one of the principles at any rate which you would apply in valuing a farm would be to take the price of stock for the next 10 years, but it would be at a reduced value?—Certainly.

59,625. Another thing you would take the situation of a farm into calculation, would you not?—Yes, of course.

59,626. And also the distance of the farm from a market town or a railway?—Yes, everything tells.

59,627. And the price of labour?—Yes.

59,628. What amount would you allow for labour if you were going to fix the price of a farm at the present time?—That is about the hardest nut to crack of the lot, because it is a very uncertain question. In fact it is a hard job to get hold of labourers to go on the land at all. They are drafted into large towns and into mining districts, where they get more wages, and there is no inducement for them to come back on the land unless this three acres and a cow business comes to work some day. I do not know, but it looks very dry work now.

59,629. Would you put the labour bill at something the same as it is at present?—Yes.

59,630. It is so uncertain altogether?—Too uncertain altogether. The labour question is a very big thing to handle.

59,631. I think you said as far as the matter of rent is concerned you would allow the landlord and the tenant to contract in the first instance?—Yes.

59,632. And supposing a dispute arose between a landlord and a sitting tenant, then the matter should be referred to the court?—To the court, certainly.

59,633. Would you fix any limit before the sitting tenant could refer the matter to the

Mr. Richard Jones—continued.

court. Perhaps in his own interest, after being there about a year or two, he might say, "Now I am paying too high a rent to the landlord?"—Any couple of practical men would be able to judge by visiting his farm what he had done there as improvements.

59,634. Yes, but would you give him the power of referring the rent in a couple of years, or would you fix any limit. Suppose that the landlord had a dispute about it, and the tenant found he was paying too much rent after being there a year or two, would you permit him to go to the court?—A tenant is very disappointed at the end of the second or third year especially. If he has been disappointed he will know the value of his own undertaking before he has been there three years. He could not know it much before then, and not properly, under the four-course system, before he has been there six years. He must have given a couple of dressings to his land before he can see exactly what it will be.

59,635. Would you fix any period, three or four years?—Yes, I would fix three.

59,636. Three years, before he should have a right to go to the court?—Yes, certainly. It would make a man more cautious in what he would bid for a farm. Of course, there are many rushing into farming, because they make money as clothiers, or drapers, they think farming a very jolly life, and very healthy, and they take a farm, and, of course, they naturally think that if the former tenant had made a living there, they could do the same, whether they are practical or not.

59,637. Having been in Canada, what is your opinion of this. Do you think a tenant farmer is better off in Wales, or in Canada?—He would be better off, 100 per cent., in Canada, in my opinion. There are many farmers on the hills in this district who, if they got their small holdings for nothing here, would be better off in Canada a lot. They have something there to look forward to for their families, if they have growing sons and daughters, but here there is nothing for them. They have no opportunity at all of possessing an acre of the land they farm in this country, but there, even if you have to buy in some of the older provinces, in Ontario, for instance, you can buy farms now with first-class buildings upon them, not 12 miles from the town of Toronto, a town of 250,000 inhabitants, for 16 $\frac{1}{2}$ an acre, with buildings and all on. My opinion was, when I saw these things in Canada, that if I owned an acre of land here, I would come back as soon as I could, and sell it.

59,638. What about the comforts that are to be had in the Dominion of Canada. Do you think that a tenant farmer would have to sacrifice any comforts if he went to Canada?—If he went to Manitoba, and the north-west, certainly he would. He would have to rough it. But in the old province of Ontario, a man of capital could go there and buy improved farms, and have just the same comforts that they have in the Vale of Clwyd, in the best part of it.

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[Continued.]

Mr. Richard Jones—continued.

59,639. Have you been advising tenant farmers to emigrate to Canada?—Yes, everyone who came to me, and asked my advice.

59,640. Are they ready to go?—Some of them have gone.

59,641. And are thriving there?—Oh, yes, from all I have heard they are doing well. They cannot help it. If they work as they do here, they cannot help doing well in Canada.

59,642. Do you find a great reluctance among the tenant farmers to emigrate?—Yes, they will stick to the hill-tops at home here. They are like old sheep, they will not move if they can help it.

59,643. Is there any particular reason why they should stick to the hills the same as the sheep?—I do not know.

59,644. You think they have not the enterprise of the Scotchmen, for instance?—No, nor the Dutch, nor the Irishmen. They have not the pluck of either of those.

59,645. Do you think that the language and the religion of the Welsh tenant farmer has something to do with it?—No, I do not believe the language has much to do with it, but in some instances religion has. It is not so as much now as it was 15 or 20 years ago. Then I remember very well that there was no chance of a farmer getting a farm in a strange parish, only through the parson. If the clergyman of the parish gave him a word, he would very probably get it, but not without. That, however, has not been so now for some years, and it is not so now.

59,646. Do you think that because the tenant farmers have their own particular form of worship, if they went, say, to Canada they would lose the ministrations that they have been accustomed to here?—Well, in some parts of course. There are all sorts of religions in Canada, and anybody can go where he likes, but of course in thinly populated districts they have to put up with what happens to be before them. But in all other respects in the thinly populated districts even, so far as school accommodation and so on is concerned, they are quite as well off there as they are here.

59,647. Do you mean the educational facilities there?—Yes, the facilities for education.

Mr. Griffiths.

59,648. If I rightly understood you, I think you said that one of the reasons that the tenant farmer did not improve the land as he should do

Mr. Griffiths—continued.

is that he has not the means of doing it. His capital will not permit it?—Quite so.

59,649. On the other hand, do you know of instances on any estate where capital is withheld for want of security?—I know very well that many small farmers in this country, if they want assistance, have to take it from the banks in short loans at very high interest. Of course if a farmer borrows capital and has to pay it back in two or three months, he might as well be without it, as I think, because a farmer, whatever he does, has to give credit, and very long credit, for all he is doing. If he grows a field of barley, that is about the first he can realise; with wheat again he gives 12 months credit for his labour and manure and everything in growing a crop of wheat, and when it goes to the market he finds that he does not realise the rent and expenses out of it.

59,650. We have had it given by agents and landlords that the reason for the preferential claim was that they gave the tenants time to pay the rent?—Well, of course they do. I admit all that. They do give them time. The rent that is due on the 25th March is never collected till the end of June; but I say that a tenant farmer would be much better off without the embargo of having a preferential creditor, and yet having to find the extra capital, paying down his 2*l.* an acre more in cash.

59,651. Is it not the fact that the tradesman has often to wait a year or two, and more, very often?—Yes; the manure merchant and seed merchant especially. I know that for a fact.

59,652. Do you consider that the small number of stock that are reared in this country would have the effect you suggest?—It does affect it every four years. I have noticed that for the last 20 years. The small amount of stock-keeping in this country, with the increased foreign importations every year, does affect it. As I said before, this period of depression comes about every four years.

Chairman.

59,653. There is one question asked by Mr. Vincent, "Will you mind repeating for my information the name of the farm and the date of the second case at Ruthin Castle?"—I named the farm and the tenant; but I could not give you the date.

59,654. Will you give us the name of the farm?—Yes, Hugh Hughes, Pen Street; that is the name of the tenant and of the farm.

The witness withdrew.

Adjourned to Ruthin.

3 September 1894.]

Mr. WILLIAM DAVIES.

SIXTY-NINTH DAY.

County Hall, Ruthin, Denbighshire, Monday, 3rd September 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
 Mr. DAVID BRYNMOR JONES, Q.C., M.P.
 Professor RHÛS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.
 Mr. EDWIN GROVE.
 Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. WILLIAM DAVIES called and examined.

*Chairman.**Chairman—continued*

59,655. Are you a tenant farmer under Colonel Cornwallis West?—Yes.

59,656. You farm 200 acres?—Yes.

59,657. And 300 acres sheepwalk?—Yes.

59,658. Have you any objection to state the rent?—No.

59,659. What is the rent?—300*l*.

59,660. For the 500 acres?—Yes.

59,661. How long have you lived on the Ruthin Castle estate?—32 years.

59,662. And have you been in occupation of the same farm all that time?—No, I was 10 years at Pen y graig, close to the town here, before I went to Llysfas.

59,663. Are there any rights of sheepwalk in the district without stint?—Yes, without stint.

59,664. Have you anything to say upon that?—No, nothing.

59,665. Have you anything to say about the rents of the farms, with or without sheepwalks?—I do not know of any rents, only my own.

59,666. Are farms let at more reasonable rents on large estates than on small ones?—Of the two I think they are.

59,667. Is it a good thing for the landowner to reside on his estate?—Well, I should think so.

59,668. Is there any difference made by your landlord with reference to the religion, politics, or language of the tenants?—None whatever.

59,669. May I take it that the relations between the landlord and the tenants are very friendly?—Very.

59,670. The time of entry is just the same as in the other places we have heard of?—The 30th of November.

59,671. Do you want a lease?—No, I was offered one, years ago.

59,672. And you did not take it?—No, I have every confidence in my landlord.

59,673. Is there anything in the agreement that you object to?—No, nothing.

59,674. What is the practice on the Ruthin Castle estate about ploughing up old pasture or selling hay or straw?—Well, if we are good tenants and use a lot of cake and artificial

manure we are allowed to do anything. I have been allowed to sell straw.

59,675. In fact you have perfect freedom of cultivation?—Yes, quite so.

59,676. Are the penal clauses in the agreement ever enforced?—Very seldom. They are never enforced unless against a very bad farmer.

59,677. Are the rents higher on the small holdings than on the large ones?—Well, I think they are rather.

59,678. Is there any other service besides payment of rent on the Ruthin Castle estate?—None whatever.

59,679. How is the hauling done?—There is nothing asked. I have been taking a load of bark now and then—perhaps once in five years, but there is no compulsion at all.

59,680. That is a mutual agreement between you and the Lord Lieutenant?—No, no agreement; goodwill, when they are busy, or something of that.

59,681. Have you had any reduction or abatement of your rent?—Yes, I had a reduction of 16 per cent. some years ago.

59,682. Was that permanent?—Permanent, and I had 10*l* returned once in an exceptionally bad year.

59,683. Are the rates too high, do you consider?—Yes, I consider them very high.

59,684. Have they increased lately?—Well, rather so.

59,685. To any great extent or not?—Not to a very great extent; but all the rates are put on the land. I think they ought to be put on something else besides the land.

59,686. Do you think small farmers can stand out longest against depressed prices?—Well, I should think so, rather.

59,687. Your farm is considered a very large farm in this neighbourhood, is it not?—Yes, middling.

59,688. What is the ordinary size of farms should you say?—In my neighbourhood something from 80 to 100 acres would be the average.

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MR. WILLIAM DAVIES.

[Continued.]

Chairman—continued.

59,689. A 500 acre farm is an exceptionally large farm?—Yes, considered so.

59,690. Is there any sub-letting in your neighbourhood?—I know of none.

59,691. When is the rent paid. How much time are you given to pay the rent?—We do not pay directly it is due. I remember when tenants have been complaining they have thrown it over a certain fair, or some time when it would be easier for the people to pay.

59,692. Do you get six months' credit?—About three months, or a little less, perhaps.

59,693. Have you ever known instances of farmers having to borrow money to pay the rent?—I could give no names, but I believe it is done.

59,694. Farmers have to do it?—Well, they do it sometimes, I believe. They bail one another or borrow from one another sometimes.

59,695. Do you consider the farmers in this neighbourhood are well off?—I cannot say that; when there is a farm empty there are plenty of applications for it.

59,696. What improvements are done by the landlords, and what are done by the tenants?—The landlords drain the land when it is wanted, erect buildings, sheds, and also do the necessary repairs to farmhouses, &c., and protect from river encroachment, supply tenants with gates and posts and fix them.

59,697. Then practically speaking all the improvements on a farm are done by the landlord in this part of the country?—Yes, practically.

59,698. Do you hang your own gates?—Sometimes we do that, and often they are hung by the landlord; sometimes we do them ourselves.

59,699. Are you expected to put in your own gate posts?—No, we are allowed them. I have placed them myself sometimes, and I have had them placed at other times.

59,700. The general custom is that they are placed by the landlord?—Yes, almost always.

59,701. And who does any repairs to the house?—The landlord.

59,702. Practically the tenants do nothing in the shape of improvements except keep the farm in a good state of cultivation?—Yes, a little thing now and then in papering and painting in a small way, something that is necessary we do.

59,703. But no great improvements are ever done by the tenants?—Not very many.

59,704. You say not very many, are there any?—I believe there are in a small way sometimes, but they are not compelled to do it.

59,705. What have your improvements cost you last year. Did you spend on the buildings and on the house a shilling of your own?—No, not last year at all.

59,706. Not a shilling?—I do not know about a shilling, a very little.

59,707. Did you spend five shillings?—I do not know. I do not keep accounts so close as that.

59,708. What is the custom about the sale of sheep?—The incoming tenant expects the first

Chairman—continued.

offer to buy the sheep on the run that belongs to the farm he takes, and then a valuer for both sides is appointed generally and an umpire if necessary to settle the bargain.

59,709. Supposing you went out of your farm and the farm was not let, and there were sheep on the mountain, is the landlord compelled to buy your sheep as he is in Scotland?—No.

59,710. There is no law of that sort?—Nothing of that sort, but the incoming tenants expect to have the first bid.

59,711. Because the sheep know the ground?—Yes, they are worth more to the new tenant than anyone else.

59,712. If you went out of your farm, and it was not taken, you would have to sell your sheep by public auction?—Yes.

59,713. There is no obligation on the landlord to take them?—No.

59,714. On the Castle estate are the tenants sufficiently compensated for game trespass?—So far as I know they are.

59,715. Do you know of any farmers who have bought their farms?—Yes, I know some.

59,716. Are the freeholders as well off as the tenant farmers?—I do not think those who bought their farms 20 years ago, or less than that, are as well off as the tenants now.

59,717. Then they bought their farms at a very high price?—Yes, and they get no reduction.

59,718. Are large sums lent on those farms still, or do you think the farmers have paid off the money they borrowed?—Oh, I believe it is left mostly. I do not think they have paid but very little off.

59,719. You do not think they have been able to live and pay off the money they borrowed for the farm?—I do not think so.

59,720. Do you think a man is better off as a tenant farmer under the present circumstances than he would be if he had bought his land 20 years ago?—Yes, I believe so.

59,721. That is because he has bought his land too dearly?—That is it.

59,722. If he had bought his land at a proper price, do you think he would be better off or worse off than a tenant farmer?—As well off.

59,723. You think about the same?—Yes.

59,724. Do the farmers' wives work very hard?—Well, on small farms I think they look after the cattle in winter, and help at harvest time.

59,725. They work at harvest time?—They help in that way in gathering the corn in.

59,726. And the children, too?—Yes, I believe so, on small farms.

59,727. Do the small farmers live very hard. Is it a hard life for them?—Yes, they live very hard, I believe.

59,728. They are an industrious hardworking set of people?—Yes, on the whole.

59,729. Are farmers able to set up their sons and daughters in business?—Yes, there have

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[Continued.]

Chairman—continued.

been instances of a good many doing it, or putting them on farms.

59,730. They can do it?—There are instances where they have been placed in that way.

59,731. They have put their sons into farms?—Yes. The sons and daughters work on the farm without any wages, and then when they marry they hope to be placed in farms.

59,732. Have you ever thought whether a Land Court would be a good thing or a bad thing in the interest of the tenant farmers of this neighbourhood?—A very bad thing, in my opinion.

59,733. And for what reason?—Well, it would do away with the good feeling between landlord and tenant, and they meet us so well when we are badly off, they return us money and meet us. If it were not so, I believe we should have to pay the last penny, and they would come upon us as a rate collector for rates and tithes and things of that sort. They would have no interest in the farms or in the tenants.

59,734. What do you consider to be the cause of the present low prices?—I think that the chief cause of low prices is allowing the foreigners to bring to our markets corn of every kind, beef, mutton, bacon, wool, hay and straw—everything I can think of—without even paying a penny towards our rates and taxes. I think that is the chief cause.

59,735. Have you any idea that could help farmers. Have you thought of any plan that would help farmers in the present depression? Could not anything be done, do you think?—I think a very good thing would be to put a duty on some things we get from abroad.

59,736. You are in favour of protection?—Yes, I am in a small way.

59,737. Anything else?—No; I do not know of anything else, that is the chief thing, I think.

59,738. Do you consider that, in this country, so far as you know, rents are fair? Do you think the rent asked from the farmers is a fair rent generally in this neighbourhood?—Yes. I think so.

59,739. You do not think they are high?—No, I do not think so; when there are so many applications for a farm it is very hard for a landlord to let them very low—impossible almost.

Mr. Richard Jones.

59,740. Are you farming under a lease, or under an agreement, at present?—Under an agreement.

59,741. Have you a copy of it?—Yes, I have handed it in.

59,742. It is a lease you handed in; it is not a yearly agreement?—Well, I am not under a lease at all.

Chairman.

59,743. Well, you have got a lease?—I have never signed a lease at all. I am not under a lease; I could not find my own, and I sent to

Chairman—continued.

the office at Oswestry for it, and I got that from there.

59,744. Have you got an agreement of your own?—I have got it somewhere, but I could not put my hand upon it, and I sent for this, and that is what I had from Oswestry.

59,745. I daresay we shall get an agreement put in, similar to yours?—I am under an agreement, not a lease at all.

Mr. Richard Jones.

59,746. You have a copy of the agreement at home?—Yes, I have.

Chairman.

59,747. This is an annual lease, I see?—Well, it is the same thing, I believe.

Mr. Richard Jones.

59,748. When did you get a reduction of 16 per cent.?—I cannot say for certain; I should think about 8 or 10 years ago.

59,749. Did you get any abatement before that?—No, nothing previously, and I had 10 per cent. returned one year after that—it may be five or six years ago, about four years ago.

59,750. Was there a general reduction on the Castle estate?—I do not know as to a general reduction, but a good many got reductions, that I know.

59,751. Was it after an application had been made to the landlord for a reduction, or was it given by the landlord voluntarily?—In some cases, after application, a reduction was made; but the abatements were made by the landlord without any application.

59,752. Was there any valuation made on the estate, before making the reduction?—On some farms there were—there was not on my farm.

59,753. Were you satisfied with the reduction?—Yes, that is what I asked.

59,754. 16 per cent.?—Yes.

59,755. Do you find the farm pays you, after having a reduction of 16 per cent.?—It does not pay very much, but I am able to make both ends meet, I think.

59,756. You are satisfied with the profits you make out of farming?—Yes; times are bad now, but I think I manage to get both ends to meet.

59,757. You say that you think the tenant farmers do not do any improvements on the estate. Do you find any difference between bad times and good times, in a matter of this kind; whether tenants do any improvements in good times?—Well, they used to do more than now, I believe.

59,758. Is it for want of capital that they do not do any improvements now?—No, I do not think that; it is about the same as to that. Tenants do not do now near as much as used to be done 20 years ago.

59,759. Was there any waste land reclaimed about 20 years ago?—Yes, there used to be then—a good deal ploughed and cultivated.

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Mr. Richard Jones—continued.

59,760. Corn paid better?—Yes, and labour was lower, too.

59,761. Do you find that there has been a change in the method of farming?—No, prices have been very low, of late.

59,762. I mean is there any change in the method of farming?—Yes, there are more roots grown than there used to be, and less corn growing, and more grass, because grazing seems to pay better than cultivating.

59,763. Of course, the farms carry more stock now than they used to do?—Yes, I believe so.

59,764. And that would necessitate increased accommodation in the shape of buildings?—Yes, it would.

59,765. Have the landlords met the requirements of the tenants in this respect?—Yes, I believe so, in a great many places.

59,766. Are you now supplied with corn and hay sheds?—I have not had them, but I believe in some places they have.

59,767. What improvements has the landlord carried out of late on your place?—He has made some buildings and sheds, and I was making a water-power and the landlord supplied me with pipes to make it, and I did the other part for my own use.

59,768. Do you know anything about the Agricultural Holdings Act?—Yes, I have seen it.

59,769. Is it in operation in your district. Do the farmers know anything about it?—Not very much, I believe.

59,770. Have you laid down any land to permanent grass seed?—Not with permanent seed. The first year I was yonder I had about 100 acres in corn, and now I have only 42 acres in corn this year, and I have laid it down in rotation, not for permanent pasture.

59,771. How long do you leave it lying?—As long as it keeps clean; when once it begins to get dirty, I plough it—three or four and sometimes five years.

59,772. Will it keep five years?—Some fields will, and some will not.

59,773. Is your land well adapted for laying down to permanent grass seed, do you think?—No, not very well—some of it is gravelly land, and some heavy land.

59,774. Do you know of any claims for compensation being made under the Agricultural Holdings Act?—No; but I think when cake and manure is used for the first and second year when a valuation is made and a tenant is leaving he gets compensation for so much.

Mr. Griffiths.

59,775. What is the nature of your farm?—200 acres of bottom land, and 300 acres of sheep walk.

59,776. Do you keep a dairy?—No.

59,777. How many cottages have you on your farm?—Two.

59,778. Have you any young men living in the house besides?—I have one young man

Mr. Griffiths—continued.

living in the house, but the other of my workmen are married men.

59,779. How many workmen do you employ?—Five, constant, and then I let everything else as piece-work.

59,780. You have not got enough cottages on the farm to do otherwise?—No, I have only two.

59,781. Where do the rest live?—In cottages a little distance off.

59,782. Do you think there are sufficient cottages in the neighbourhood?—There are many houses that get deserted and empty.

59,783. What is the nature of the houses—thatched cottages?—No, there are some slated houses. Since I have been in the neighbourhood I daresay there are a score of houses not used.

59,784. Good cottages?—Well they were good cottages, but they have been left—well they are not very good either.

59,785. Is there any scarcity of labour in the district?—Rather, at harvest times, sometimes, but there is not very much.

59,786. Men come from elsewhere during the harvest?—Yes, they come from the uplands—for the harvest they come down.

59,787. Do any of these labourers keep cows?—Not to my knowledge, but I do not know.

59,788. None of your labourers keep a cow?—One of them keeps a cow.

59,789. Are you in favour of a labourer keeping a cow?—Yes, I am.

59,790. Do you think it makes him cling to the land a little bit more?—I think it would make him cling to the country a little more instead of going off to Liverpool and so on.

59,791. And probably help to keep the children at home?—When the children get a little schooling and so on they go off to Liverpool or somewhere else.

Mr. Grove.

59,792. Is there much damage done by game?—Not on my farm.

59,793. Is there much game about the district?—Well, you hear complaints sometimes, but I know nothing about them. I complained once, and I was told by Colonel West to kill them, and that was about 15 years ago, I suppose.

59,794. Do the farmers take the benefit of the Ground Game Act?—I do not know much about that.

59,795. Is there any difficulty in the change of tenancy for the sheep being bought by the incoming tenant?—No, I do not think so.

59,796. We have had evidence of instances where it has been difficult, and it has been suggested that in those cases the landlord should purchase the sheep, the same as is done in Scotland. What is your view of that point?—I should think it would be a very good plan if it could be arranged in that way.

59,797. I suppose the sheep get so accustomed to their run that it is desirable to keep the same

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[Continued.]

Mr. Grove—continued.

stock there?—It takes a deal of trouble to make them cling to the places.

59,798. Are you a guardian?—I have been for 20 years.

59,799. Is there any decrease in population in this union?—Well, I cannot say how many.

59,800. I think I can give you the decrease; in 1871, there were 15,372 in the population; in 1891, there were 12,922, making a decrease of 16 per cent., or 2,450. Now, is this union agricultural?—Yes.

59,801. Are there any industries; any pits, or mines, or flannel factories, or anything of that sort?—Nothing at all; only a few lime works.

59,802. So that this is really a typical agricultural union?—It is.

59,803. It seems rather serious, does it not, that the population is so decreasing?—Yes, it is.

59,804. How do you account for that?—Well, a great many of the young men have been going from the neighbourhood during the last 10 years, to the towns, and farmers are keeping less labourers than they used to do.

59,805. I suppose they would like to get more labour if they could afford to pay for it, would they not?—Yes, I suppose so; but somehow it has gone rather bad, and people have no heart to go in for it.

59,806. You speak of the small farmer being able to stand out a little bit better than the larger farmer in bad times; is that because he and his family do a great deal more of the labour themselves?—Yes; with a large farm when it goes the wrong way, it goes very fast, but a small farmer does not feel it so soon, and it comes more gradually.

59,807. When you say a small farm, about what acreage should you say?—20 to 50 acres.

59,808. When a tenant farmer does improvements of any sort, do you think it would be fair, on his leaving the farm, that he had compensation for those improvements?—Well, that is to be had under the Agricultural Holdings Act, is it not?

59,809. If they give proper notice, but you do not appear to avail yourselves of it here. You say you have not heard of many claims under the Agricultural Holdings Act?—I think every farmer ought to be compensated for what he does in that way.

59,810. But, as a matter of fact, are the farmers aware of the provisions of the Agricultural Holdings Act, do you think?—A good many are, whatever.

59,811. Do you think many of them take advantage of it, and claim as they are entitled to under it?—Well, it is done sometimes, I believe.

59,812. Do you send much of your produce, or receive much by railway?—Yes, I send barley and wheat off, and fat cattle and sheep, and then I buy cake and artificial manure.

59,813. Do you consider that the railway rates are too high?—Yes; they are very high.

59,814. Have they been advanced lately?—No; just about the same, so far as I know.

Mr. Grove—continued.

59,815. You do not suppose they are higher than the railway companies are entitled to charge by Act of Parliament, do you?—Well; I do not know that at all.

59,816. Do you know there is a small book published by the Board of Trade, for 1s., that gives you all the information as to what they can charge you for everything?—I never saw that; I never heard of it.

59,817. It is a most unfortunate thing that it is not better known. Are there many small freeholders in this district?—Not very many; but there are several.

59,818. Do you think it is desirable that there should be more men farming their own holdings?—I could not say that.

59,819. Do you think a man if he holds the land himself, and farms it himself, would not try to make a little more of it?—Well; those who have bought about here have not done more than the others.

59,820. You do not see any improvement in that respect?—No; not with the farms that I have in my mind.

59,821. You say there are many instances where they set up their sons and daughters in business. I suppose you do not mean the last year or two, during this present depression?—No; I know of some the last two years, too.

59,822. That would be from profits made when things were a little bit better would it not?—I do not know as to that.

59,823. You say you can make two ends meet. Are you like the Quaker—able to make a little bit to lap over, which is very desirable?—Very little.

59,824. You consider there is depression in agriculture now?—Yes.

59,825. That things are in a very bad way?—Yes.

Chairman.

59,826. There are two or three questions handed in. Mr. J. E. Vincent asks: "Land is not let to the highest bidder is it?"—No.

59,827. "Except accommodation land?"—Accommodation land; nothing else.

59,828. "There is no consolidation of farms, is there?"—None whatever, so far as I know; I know of several farms that have been made new farms.

59,829. Has Colonel West made new farms?—Yes; I know of several.

59,830. These are questions by Mr. F. Llewellyn Jones: "Is there not a clause in most of Colonel West's agreements, whereby the tenant agrees to do one or two days' work for his landlord with two or four horses and cart, according to the size of the farm?"—I never saw or heard anything in that way. I have been carrying a little bark now and then, but only just for convenience sake, nothing else.

59,831. You have not seen a clause to that effect?—No.

59,832. "Is there not a clause in Colonel West's agreement that the straw and chaff

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[Continued.]

Chairman—continued.

"remaining on the farm at the close of the tenancy should be left to the landlord, or the incoming tenant without compensation?"—Indeed, I do not know, there might be; I have never read it.

59,833. Have you not read it?—Not for many years. I do not remember that now.

59,834. "Do you consider this fair?"—that in your agreement the straw or chaff should be left to the landlord or incoming tenant without allowance. That is in your agreement; Mr. Llewellyn Jones wants to know do you consider it fair?—I think the straw ought to be paid for.

59,835. "When a tenant enters a farm on the Castle estate, do the agents charge for a copy of the agreement?"—I never paid anything. I never was asked for it.

59,836. "Do you not agree in your agreement to keep all buildings, gates, stiles, bridges, and fences of the farm and plantations in as good repair and condition as when you entered?"—Yes; I do not know about plantations, but the hedges on the farm.

59,837. Is the word "plantations" in your agreement?—Yes, it is in this agreement.

59,838. "Being allowed by the landlord necessary timber and scantling and other materials—the same to be carried by the tenant at his own expense." Is that in your agreement?—Yes, the tenant does carry everything in that way always.

59,839. "The landlord allows necessary timber and scantling and other materials (the same to be carried by the tenant at his own expense)?"—They are gates ready made; I have not had

Chairman—continued.

any timber for making gates, but for some repairs I have carried timber there.

59,840. What is the meaning of the word "scantling"?—I do not know I am sure.

59,841. "When you put up the water-power you referred to in your evidence what amount did you spend yourself?"—I spent, I daresay, in all 40*l.* or more. I do not know the amount exactly, but I believe about that, in making the reservoir and cutting the drains for the turbine.

59,842. You put the expense at about 40*l.*?—Yes, full that, whatever.

59,843. "Did you obtain permission in writing from your landlord to make this improvement?"—No, I did not.

Mr. Griffiths.

59,844. What are we to understand by "a new farm"? Is it a farm taken from the mountain or not?—Making large farms into smaller one; taking parts and cutting them up.

59,845. Are the fences and ditches kept in as good repair now as they used to be?—A good many are much worse.

59,846. Are the labourers as capable as they were formerly?—It is very seldom you can get young men to do the work of hedging or ditching or anything of that sort.

59,847. They do not take a delight in it?—No, they go off to the towns. I suppose they get better wages, and farmers are obliged to keep a smaller number of men. Consequently they do not go to the expense of the hedges and so on.

59,848. And these young men probably get shorter hours than on the farms?—It may be.

The witness withdrew.

Mr. JOHN ROBERTS called and examined through an Interpreter.

Chairman.

59,849. Does this statement contain your evidence?—Yes, my Lord.

59,850. Has it been translated to you in the presence of Mr. Griffiths?—It has been.

59,851. You understand it perfectly?—I do.

59,852. And you vouch that it is correct?—I do.

59,853. You are willing that it should be read as your evidence?—Yes.

59,854. Who is your landlord?—Mr. Jones, now deceased.

59,855. Are your landlords now the trustees of Mr. Jones?—Yes.

59,856. How big is your farm?—86 acres.

The statement of the witness was then read as follows:—

Evidence of Mr. John Roberts, Plas Tower-bridge, Ruthin.

I am a tenant farmer, occupying a farm on the Greenfield Estate, near Ruthin.

Chairman—continued.

I was formerly tenant of Brynhedyn, a farm of 38 acres on the Llanbedr Hall estate.

59,857. Is that the deceased Mr. Jones' estate?—No.

59,858. Whose estate is that?—Mr. Jesse's.

I went to Brynhedyn about 23 years ago. The rent was then 65*l.* 10*s.* There was an agreement signed by me. I asked for a copy twice, but failed to get it. The agent told me that he would let me have a copy for 5*s.*, but I never received a copy from him. The tenancy was subject to six months' notice. After I had been there for three years the rent was raised to 66*l.* The buildings were poor, the houses and buildings being thatched. They did not repair the thatched roof during the time I was tenant. After I had been about 10 years upon the farm I pressed the agent and landlord for the house to be re-roofed with straw. They deferred

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[Continued.]

Chairman—continued.

giving me a reply, and finally promised me to do the work the following spring. When the spring came I went to the landlord and the agent and pressed them to repair. I offered to do the repairs myself if they would allow me a year's rent. This was refused. I accordingly gave notice. Before I had left, the place was let for 54*l.*, and a new house built for the new tenant. Since I left (some eight years ago) I have been at my present farm.

The farms on the Llanbedr estate are considered to have been rented too high, and several tenants have left the estate on that account. There is a farm called Llwynedd on the estate. This farm was formerly occupied by one Hugh Hughes. The rent had formerly been 112*l.*, but had latterly been reduced to somewhere about 60*l.*; some of the buildings were in ruins, and the landlord could not afford to re build them. The tenant got into arrears with his rent, and was ultimately compelled to sell all his stock, &c. He paid the rent in full, and then went to America with his family, consisting of 10 children. The farm was let to a neighbouring tenant on the estate, and the impression is that he only pays 60*l.* rent. If a reduction had been made to Hugh Hughes he would have been there now, and not compelled to leave his old home.

I can name several tenants of the Llanbedr estate who have become reduced in their circumstances. I know one or two who are now working as common labourers.

Tenants have suffered severely owing to the ravages of the game on the estate.

One tenant, John Roberts, occupying a farm called Rhiwlas, had a three-acre field of wheat. He only got five hobbits off the field, not quite six; he usually had from 40 to 50. He failed to get any damages for the trespass caused. The general impression is that the losses through game trespass was the cause of his failure.

At another farm, called Blaen Nant, the crops were so destroyed by game that they were not fit to be carried off.

A good deal of timber has been cut on the Llanbedr estate during the past few years. During my tenancy no compensation was allowed for damage thus caused, and if we wanted the branches we had to pay for them.

I am of opinion that agriculture has suffered seriously during the past few years owing to the decrease in small holdings and consolidation of farms. Small holdings are greatly wanted in the district.

I remember the time in the parish of Llanbedr when 20 farmers occupied small farms, where there are now but three, 17 having been consolidated.

59,859. How long ago is it since the tenant, John Roberts, complained of the loss from game on his farm?—Twenty years ago.

59,860. Has that complaint gone on up to the present time?—Yes, but not to the same extent. It is not so serious as it was at that time.

59,861. When were the crops on the other farm so destroyed by game that they were not fit to be carried home?—In some places.

Chairman—continued.

59,862. But at what time?—At the same time.

59,863. Was any compensation asked for at that time?—Yes. A little was received one year. It was asked for again, but nothing was received.

59,864. How much was received in that one year?—I cannot say.

Mr. Grove.

59,865. How much was asked for the second time?—I cannot say.

59,866. When the new tenant of the farm that you spoke of had the farm at 54*l.* a year, what was the rent that used to be paid for the farm?—66*l.*

59,867. Do you know of many instances where a new tenant has had the rent lowered when the old tenant has been refused it?—Yes, I know of several.

59,868. Do you consider that very unfair to the old tenant?—I consider it an injustice.

59,869. When this felling of timber takes place which you have mentioned, is there much damage done?—Sometimes there is.

59,870. And nothing paid for it?—Nothing.

59,871. Do they ask for anything?—I only asked for the branches.

59,872. Those are paid for when they are received, are they?—Yes.

59,873. Do you know of many claims for damage by game which have not been met?—I do not know of many; I know of two or three.

59,874. Have you mentioned the amount of rent of your present holding?—No, I did not mention it.

59,875. Have you any objection to do so?—No, I have no objection to give it. Here is the rent book, and you shall see it all through—what it has been and what it is at present. (*The witness produced book.*) At first the rent book shows 160*l.*

59,876. For the 86 acres?—Yes.

59,877. Is there any sheep run with it?—Only the Common at Moel Flamman.

59,878. Have you had any abatement?—It was reduced since to 72*l.*, and reduced again to 64*l.* 10*s.*

59,879. That is the present rental?—Yes. The 64*l.* 10*s.* is a half-year's rent.

Chairman.

59,880. I take it the 72*l.* was a half-year's rent also?—Yes, and the 160*l.* was the 12 months' rent.

Mr. Grove.

59,881. Then you pay 129*l.* a year for 86 acres with the right to the common?—Yes. I do not pay for the common at all.

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[Continued.]

Mr. Grove—continued.

59,882. Are these trustees of the late Mr. Jones large landowners?—They have one place besides my own.

59,883. They have two farms only. As to Mr. Jesse had he a large estate?—Yes.

59,884. A good many farms?—More than half the parish.

Chairman.

59,885. Mr. Jesse owns half the parish, and the late Mr. Jones owned two farms?—Yes, my Lord.

Mr. Griffiths.

59,886. Have you many thatched houses in your district?—There are some.

59,887. Are they repaired by the landlord or by the tenants?—By the landlord.

59,888. You could not get them to repair yours for you?—No, I could not.

59,889. Did they ever promise to do it?—They did.

59,890. How many times did you make an application to have it repaired?—Many times.

59,891. Did you improve that farm at all?—I did.

59,892. Were you paid for the improvements that you made when you left there?—I did not ask to be.

59,893-4. Then with regard to the farm the tenant of which you say failed?—Which farm?

59,895. I mean the farm held by the man who went to America?—Yes, he failed.

59,896. Do you consider his farm was too highly rented?—Yes, it must have been too high, or else they would not have reduced it, as they have done.

59,897. What is the rent they have reduced it to?—I am told to 60*l*.

59,898. What amount did he pay before he left?—He had been paying 112*l*., and he had an abatement of 2*s*. in the pound.

59,899. Do you know of many farmers like that who have been reduced in circumstances?—Yes.

59,900. Do you think it is owing to high rents, or is it because they do not stick to work on their farms?—The rents are too high.

59,901. You say that there are some of them who have turned to and gone to labour instead?—Yes, some of them have.

59,902. Are they doing as well as labourers, as they were as farmers?—I cannot say that.

59,903. Are there fewer cottages in your district than there used to be?—Yes, less fit to be inhabited.

59,904. Do you know how many cottages there are less in your parish than when you first remember it?—Do you mean the small holdings, or the cottages only?

Mr. Griffiths—continued.

59,905. The cottages, I ask you?—15 or 20 less.

59,906. On what estate have these 17 farms been consolidated?—On the two estates.

59,907. Give me the names of the estates, please?—The Llanbedr Hall estate, and Mr. Lloyd's Rhagatt estate.

59,908. Do you think those farms which have been consolidated, are farmed better now than they were before?—Not so well.

59,909. There are not so many labourers employed; is that so?—No, there are not.

Chairman.

59,910. The following questions are handed in by Mr. Vincent: "You say you do not pay for the common; do you not?"—I am not aware that I pay for it.

59,911. "You would have no right of common if you had not your farm, would you?"—If I lived in the parish, I would have a right.

59,912. The right of the common does not go necessarily with the farm, I understand?—Any one living in the parish can go and do what he likes on the mountain.

59,913. "Was the farm on which the man failed called Llwynedd?"—Yes.

59,914. "Is not the present tenant of it doing well?"—I cannot say.

59,915. The following questions are handed in by Mr. F. Llewellyn Jones: "Did you not fail to ask for compensation for improvements made by you, because, in your experience, tenant farmers fail to get any compensation when they apply for it?"—I had never seen anybody receiving compensation when they did ask, therefore I did not take the trouble.

59,916. Mr. Vincent's questions continued: "Did not John Roberts, of Rhiwlas, receive compensation?"—Once he did.

59,917. "Was that compensation given in the form of an allowance in the rent?"—I do not know in what form he received it, but he did receive it once, and once only.

59,918. "Do you, as a matter of fact, know much that is definite about these game damages?"—What I have stated is correct.

59,919. "The Llanbedr estate is in the hands of a mortgagee in possession, is it not?"—I do not know in whose hands it is, but it is not in the hands of Mr. Jesse.

59,920. "Name the farms consolidated on the Llanbedr and Rhagatt estates?"—

Aclwyd Uchaf, 6 acres, added to Fronfelin, making 38 acres.

Tycefn, 2 acres, added to Llanbedr farm, making 82 acres.

Tybach, 2 acres, added to Bryn Rhydyn, making 38 acres.

Pen Isa' Hirwaen, 7 acres, added to Tyddyn Tlodion, making 20 acres.

Tyddyn Hirwaen, 3 acres, added to Tyn y Celyn, making 40 acres.

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[Continued.]

Chairman—continued.

Tyn y swnd, 1 acre, added to Clyttir, making 40 acres.

Rhiw Bach, 7 acres, added to Bryn Celyn, making 17 acres.

Rhiw Fawr, 8 acres, added to Waen Bach 7½ acres, Waen Fawr 13 acres, and part of Berth farm, 10 acres, making together 38½ acres.

Groes Ucha' 16 acres, Groes Isa' 20 acres, and Ffordd Las, 25 acres, added to Y Wern 19 acres, making 80 acres.

Cae Eithin, 31 acres, added to Plas Tower-bridge, making 86 acres.

Tan y Ffordd, 12 acres, added to Cae Fron 18, acres and Llwynedd, 60 acres, making together 90 acres.

59,921. Mr. Vincent's questions continued: 'Within what period has the consolidation taken place?'—During the last 40 years.

59,922. "Were these added pieces of land

The witness withdrew.

Mr. GODFREY ROBERTS called and examined through an interpreter.

Chairman.

59,927. Is this your statement?—Yes, my Lord.

59,928. Have you had it translated to you this morning?—Yes.

59,929. You are willing that it should be read as your evidence?—Yes, I am.

59,930. Who does the Rug Estate belong to?—The Hon. C. H. Wynn is the owner.

The statement of the witness was read as follows:—

Evidence of Mr. GODFREY ROBERTS, of Ty'nllan, Llanferres, near Mold.

I was formerly a tenant farmer on the Rug estate, near Corwen.

I took a farm called "Penycoed Ucha'" in the year 1858, Mr. Owen Jones, now deceased, being the estate agent at the time. The rent was 50*l.*, and tithe 8*l.* The house was in a fair condition, but there was merely a wooden partition between the cowhouse and the house. The cow-houses were straw-thatched and the outbuildings generally very poor, so that in the winter the animals would often be covered with snow. The land was in a wild state and had been left without seed and also needed draining. In two or three years the trespass from rabbits became very serious, and at the end of six or seven years there were thousands of rabbits devouring the crops over 14 acres of land. They also trampled and injured the pasture land to such an extent that the animals would not eat it. The pheasants also became like hens in some of the fields near the woods, tamely following the plough. From one field of six acres only a waggon load of corn was carried, and this was all that was left thereon and we had to spread it out on the yard and to use it as manure, it being totally unfit for anything else. After we

Chairman—continued.

"separate farms, with houses and buildings?"

—Yes, I remember people living in each one of them.

Mr. Griffiths.

59,923. What was the compensation given to this man for?—For game trespass.

Mr. Grove.

59,924. Just one question with regard to the common rights you have mentioned. As a matter of fact, who uses the common now besides yourself?—Everybody in the parish.

59,925. Without payment of any kind?—Nothing direct.

59,926. And you consider that each parishioner has an equal right to it?—I do.

Chairman—continued.

had been on this farm for about seven years, portions of the old buildings fell into ruins. The trustee of the estate (Mr. Burton) came to see them, and soon afterwards new buildings were put up. I did all the haulage and estimate my work to be worth 35*l.*, but I never received a penny towards this. I received some compensation for the damage caused by game to the land, but not a quarter of what I ought to have received. One year, when the damage caused by the game was exceptionally heavy, a gentleman of the name of Mr. Walter Jones made an estimate of the damage caused and sent a bill to Mr. Wagstaff, the gentleman who occupied the Hall and reared the game. Mr. Wagstaff, however, only rebuked me for my impudence in sending him a bill at all, and I received not a penny towards my loss. After I had been tenant for a period of 15 years, a Mr. Thomas, from Carnarvonshire, came over to re-value the land, and raised my rent 10*l.*, this, in my opinion, being in advance on account of my own improvements. I saw that I could not pay this rent and determined to give up the farm.

I then took another farm called 'Nant Fawr,' near Corwen, on the same estate. Before I entered the rent was 67*l.* I understood from Mr. Thomas that the rent was only to be raised 5*l.*, but Mr. T. R. Wynne, the agent, raised the rent 8*l.*, i.e., to 75*l.* The tithe was 12*l.* rates 8*l.* I soon found that I was little better in this place, as I again suffered from the ravages of the game. A sporting tenant, called Mr. Vosper, came to live at Rhagatt, and I can never properly estimate the damage caused by game on this farm. The agent came to me on one occasion and ordered me to send a servant man away as he had been seen chasing rabbits. On another

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[Continued.]

Chairman—continued.

occasion Thomas Marchant, the head keeper told me he thought there were so many rabbits there that I could take the liberty of destroying some of them. I accordingly sent two men to catch some. Marchant came up while they were at their work. They were summoned before the magistrates. Marchant denied his conversation with me, and these men were heavily fined. During the shooting season 30 and 40 men would cross my fields and break through the fences, injuring the crops, the turnips, and potatoes. At Nant Fawr I did a quantity of haulage towards building. I estimated this at 30*l.*; but I was paid nothing. In 1887, Mr. T. R. Wynne came and asked me for a half of my land, as Mr. Vosper wanted it to form a rabbit warren. He wished me to give it up in a fortnight, and stated, holding up his fist, that if I would not allow Mr. Vosper to have this land I should have to leave the place. I argued with him, but with no effect. He became very angry and unpleasant. I told him that I had 10 children, most of them young, and that I wanted to bring them up. "That does not concern me," said he, "what I require is the land." I refused to let him have it then, as the farm would be of little good to me without this land. Before the end of a fortnight I received a notice to quit. The year I left was a bad season, and I estimate that I received 240*l.* less for what I sold than if I had been allowed to remain till the following year. I was compelled to leave without being paid for the seeds. I had paid 7*l.* for lime that year, and the same sum for guano. I did not receive a penny for either of these items.

59,931. What do you mean by the pheasants following the plough?—There were so many of them that they followed the plough picking up the worms.

59,932. These game preservers that you complain of were shooting tenants?—Yes; Mr. Wagstaff had taken the Hall and the game.

59,933. Would you have had any objection to preserve game for your landlord?—Not if they were reasonable.

59,934. You mean if they were not in unreasonable quantities; but what you object to is the double rent for the land: is that it?—Yes.

59,935. When you took your first farm you said there was a wooden partition between the dwelling-house and the cowhouse, did you not?—It was so.

59,936. Did they promise to do anything to it when you went there?—I was to receive everything right.

59,937. Then when you received compensation for the damage by game you say it was not worth a fourth of what you ought to have had, I think. Do you say that?—It could really not be estimated, it was so much.

59,938. Now about Mr. Wagstaff: he was the shooting tenant: he rebuked you for your impudence in making the claim, did he?—Yes; he was on horseback, rebuking me for sending him the bill.

Mr. Grove.

59,939. You sent in a bill for how much?—I do not remember, now, the amount. It was Mr. Walter Jones who made it.

59,940. Can you not remember the amount of the claim?—It was a big amount; it was too large really; if it was smaller perhaps he would have paid it.

59,941. It was too large. I suppose the damage was very heavy, and therefore the amount of the claim was large. Is that what you mean?—Yes, that is so.

59,942. What did Mr. Wagstaff say to it?—He would not believe that the damage caused was so serious; he rebuked me for sending him such a big bill.

59,943. Now as to the second matter: when Mr. Wynne asked for half the land to be given up, did he offer you any compensation?—Only what the land was rated for.

59,944. Just one other question, please: Do you think that tenant farmers have any fear of coming forward to give evidence before this Commission?—That is certain.

59,945. Do you know that from conversation with them yourself?—I understood from them that they did not like to come forward for fear of the consequences.

Mr. Griffiths.

59,946. Did these gentlemen who had the game keep some keepers on your farm?—Yes, they had six or seven gamekeepers.

59,947. Are the farmers very fond of them?—There is no danger of that.

59,948. Did the horses occasionally trample on a pheasant?—No, never.

58,949. None of the pheasants ever came home to the pot?—It was too dangerous for us to touch them.

59,950. How long did you occupy these holdings after you did the hauling?—About six years.

59,951. Did you pay any interest on the money that was spent on the farm in buildings?—It did not cost me anything for building them, except haulage.

59,952. Were you paid at all for the haulage when you left?—Nothing at all.

59,953. Did you ask the landlord to allow you something?—I had signed contracting out of the Agricultural Holdings Act. I had no claim to make against him.

59,954. He did not offer you anything?—He did not.

59,955. Why did you leave?—Because I could not live there.

59,956. You could not pay for it?—I could not.

59,957. Your experience of the next farm was no better, was it?—Not much better.

59,958. The game was the cause of the ruin there again?—Yes. We had great trouble with it.

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[Continued.]

Mr. Griffiths—continued.

59,959. Did you send your servant away when you were ordered to?—I did, straight away.

59,960. You were obliged to?—Yes, I was obliged to.

59,961. Was that at the request of the landlord or of the shooting tenant?—I cannot say. It was Mr. Wynne, the agent, who came to me.

59,962. Is the land in this district rated as high as the rent?—No, the rent is higher than the rate.

59,963. But you were only allowed as much as the rateable value of it?—I was not allowed anything. I lost the land and I lost the farm and everything.

Mr. Richard Jones.

59,964. Is it a fact that the thicker the game are on the ground the tamer they are?—Yes, it is.

59,965. And you mean to say that they must be very thick on the ground for the pheasants to follow the plough?—There were thousands of them.

59,966. We were told at Holywell, by the Duke of Westminster's agent, that he gave all the game away to the tenants in the neighbourhood. Did you ever get any game from your landlord?—I have had a few couples during my lifetime.

59,967. Did you get a brace every year?—I might have had.

59,968. Are you sure that it was not to pick up the corn that the pheasants followed the plough?—When we were ploughing in spring they would follow the plough, and there would they be afterwards in the corn.

59,969. But were the sowing and harrowing done directly after the plough?—Yes, as soon as we finished ploughing.

59,970. But not the same day?—No, not the same day.

59,971. What was the date when you left this farm after you had been there 15 years?—Six years ago from now.

59,972. That would be in 1888?—Yes.

59,973. Had you been paying 67*l.* for this place all along from the time you first entered this farm until the year 1888?—The same rent from the beginning to the end, 75*l.*

59,974. Did you know of any farm being advanced during that time besides your own?—There was an advance on nearly every one of them.

59,975. Were times so good at that time that there was a justification for an advance in the rent?—It was much better then than when I left.

59,976. But you left, did you not, in 1888?—Yes, 1888.

59,977. Were other landlords making any abatements at that time?—I understood that.

Mr. Richard Jones—continued.

59,978. And yet your place was advanced?—Nearly all the tenants on the Rug estate were advanced in rent.

59,979. Was there general dissatisfaction among the tenants at this advance in rent?—Yes, there was.

59,980. Do you know whether any tenants made complaint to the agent or to the landlord?—I cannot say that, but I heard them complaining.

59,981. Do you think they were afraid to complain?—They might have been.

59,982. Was there any other reason, except fear, that they did not complain to the landlord or the agent?—I complained many times to the agent that my rent was too high, and his reply was that he would raise it another 5*l.* if he had his way.

59,983. So that the landlord is better than the agent?—I found the landlord better than the agent.

59,984. Is that general. Do you think that the landlords generally are better than the agents?—I should think so.

59,985. When you took this other farm at what you understood was to be an advance of 5*l.*, but as to which the agent demanded an advance of 8*l.*, did you have an agreement?—Yes, there was an agreement for me to pay 75*l.*

59,986. Was it when you saw the agreement that you discovered that the rent was 75*l.* and not 72*l.*?—I had a conversation with him, why he was advancing the rent more than it had been valued at, and he said he would advance it another 5*l.* if he could.

Mr. Griffiths.

59,987. What was the reason of the agent wishing to advance the rent another 5*l.*?—I cannot say. I was telling him that the advance that had been agreed to by the valuer was 5*l.*, and he said he would advance it another 5*l.* if he could. I cannot say why.

59,988. Do you know if there are any farmers in your neighbourhood that are afraid to come before this Commission?—Why will they not come if they are not afraid?

59,989. Then we are to understand that you think they are afraid?—I am certain of it.

Mr. Richard Jones.

59,990. Do you find that farming is a profitable occupation now?—It does not pay at all; it pays nothing.

59,991. If farming does not pay, can you assign any reason why farmers hold on to the farms?—What else can we do? Where can we rear our children? We have gone too old to work.

59,992. Do you think, now in times of depression, that farmers hold on because of the

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[Continued.]

Mr. Richard Jones—continued.

sacrifice they would have to make in disposing of their stock by auction?—Yes, I do.

59,993. And they keep on in good times, hoping to cover their loss on bad times?—I do not know; we will have to live very long for that.

Mr. Griffiths.

59,994. Do you know of any farmers that have been obliged to borrow money to pay their rent?—Yes, I do.

Mr. Richard Jones.

59,995. What is the reason that there is a disinclination among farmers to come forward to give evidence?—I cannot say; but I have conversed with them and asked them to come, but they say, "No, they will only tread on us afterwards if we do."

59,996. You think they would have to suffer in some way or another?—They are obliged to suffer.

59,997. Do you find that there is a general complaint amongst farmers that farming does not pay?—I know of cases in which farmers have asked for a reduction of rent, giving the farms up unless they could get it, and the places were let under their noses to others.

59,998. At the same rent?—When I left the landlord would not reduce 1s. to me, but to the new tenant he reduced 15*l.*, according to what I hear.

59,999. Does that frequently occur?—It does occur sometimes.

Chairman.

60,000. There are some questions handed in by Mr. Vincent, and by Mr. Llewellyn Jones. Mr. Vincent's questions are as follows: "In what year did you leave the farm on the Rug estate?"—The last farm, my Lord?

60,001. No, the first?—It was about the year 1873.

60,002. "Do you know that there was no Agricultural Holdings Act at that time?"—I spoke of not being compensated for improvements only in reference to Nant Fawr, the other farm. I did not mention it in connexion with Penycod.

60,003. "It is quite 30 years since Mr. Wagstaff left Rug, is it not?"—I cannot give the date, but Mr. Wynn was coming to live at Rug, and Mr. Wagstaff was going to Plas Meifod, Llangollen.

60,004. "This did not happen in the time of the present Mr. Wynn, did it?"—Nothing, at the first farm, except the haulage and the building. Mr. Wynn had come to the estate the first year I took the farm.

60,005. The present Mr. Wynn?—It was under trustees then, but he had come there.

60,006. Mr. Vincent's questions continued: "How long ago did you say you entered this farm on the Rug estate?"—The first farm?

Chairman—continued.

60,007. Yes, the first farm?—I took the farm the same Michaelmas as the death of Mr. Vaughan occurred, when Mr. Wynn followed him to the Rug.

Mr. Richard Jones.

60,008. That is Penycod?—Yes.

60,009. The date of that is 1858?—Yes.

Chairman.

60,010. Then the answer to that question of Mr. Vincent's: "How long ago did you say you entered this farm on the Rug estate," is "I entered the farm in 1858." Mr. Vincent's questions continued: "When was it that you left the second farm?"—Six years ago to this time.

60,011. "Did you speak of 30 or 40 persons taking part in a shooting party?"—There would be that. I daresay there were 30 oftener than not.

60,012. Mr. Vincent asks: "Is not that rather a large party?"—Yes, but he was shooting over the Rug and the Rhagatt estates.

60,013. The following question is by Mr. Owen Wynne: "Are you considered a good farmer by your neighbours?"—Mr. Wynn himself told the agent when I took the farm that I was a good farmer.

60,014. The following questions are handed in by Mr. F. Llewellyn Jones: "Is there a farm called Trewyn Fawr on the Rug estate?"—Yes, there is.

60,015. "What was the name of the late tenant of this farm?"—John Davies.

60,016. "When he died did a relative of his apply to the landlord for the farm?"—Yes, his son-in-law.

60,017. "What was Mr. Wynn's reply?"—I am not certain, but he would not let the farm to him at any price, because I believe he was a Liberal.

60,018. "What reason did he give for refusing to let him this farm?"—I cannot say, but I have heard that John Jones, this son-in-law, received a letter from the agent that he would only let the farm to a Conservative.

60,019. This question is from the Chair: Can you produce that letter?—The man that received it is alive now at Bwlch y Doniau, Glyn Ceiriog—John Jones, this son-in-law.

60,020. Mr. F. Llewellyn Jones' questions continued: "Do you know whether the applicant has the letter in his possession?"—I am not very certain, but I think he has it.

60,021. "They let you a second farm on the estate, whether you were a good tenant or not?"—Mr. Wynn approved of me saying that I was a good farmer, but he had not come in as agent; he came in the same year as I came in.

60,022. The following question is by Mr. Owen Wynne: "Did Mr. Wynn say you were a

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[Continued.]

Chairman—continued.

"good tenant when you left the farm?"—When I took this farm at Llanferres my landlord met a gentleman at Corwen and asked that gentleman if he knew me. He said he did, and he gave me an excellent character as a farmer, so that he did not write to Mr. Wynn for my character—my character was there before me.

60,023. There are two further questions by Mr. Vincent. Mr. Vincent says he wishes to be quite clear, and he asks, "Do you say you signed a letter contracting out of the Agricultural Holdings Act, 1883?"—Yes, I did.

(Mr. Vincent.) The Interpreter has omitted to put the date of the Act, and there are two Agricultural Holdings Acts; he has not translated the date.

Chairman.

The witness says he signed a letter contracting out of the Agricultural Holdings Act, 1883, I understand.

(The Interpreter.) He does not say 1883; he says out of the Agricultural Holdings Act.

(Mr. Vincent.) I should like my question translated.

The witness withdrew.

Mr. HENRY WILLIAMS called and examined.

Chairman.

60,027. Do you speak English?—Yes.

60,028. Then we will take your evidence in English if you will kindly give it us?—I have prepared a short statement.

60,029. We will just go through it. There is a good deal of evidence that has been given several times over, and I will not trouble you to go through that, but just take the salient points of it. You are Mr. Henry Williams, of Plas-y-Ward, and a tenant farmer?—Yes.

60,030. You farm 300 acres and 170 acres, that is, 470 acres altogether?—Yes.

60,031. Can you tell us what the rent is?—The rent of the 170 acres is 160*l*.

60,032. And then the 300 acres?—512*l*.

60,033. Then I suppose you are one of the largest tenant farmers—the largest tenant farmer in the district?—Well, I may be.

60,034. There are not many farms as big as yours?—No.

60,035. You farm under Sir Watkin Williams-Wynn, and under Mr. Wickham, of Chester?—Yes.

60,036. Whose is the 300 acres?—Sir Watkin's.

60,037. And Mr. Wickham's the 170 acres?—Yes.

60,038. Are the rights of sheep walks limited in your district?—Yes, in some parts.

Chairman.

(To the Interpreter.) Will you translate that question. You had better have the question before you, and take it word for word.

[The Interpreter put the question again to the witness].

(The Witness.) I only signed one.

Chairman.

You want to know, I understand, Mr. Vincent, whether it was the 1883 Act?

(Mr. Vincent.) Yes, my Lord.

Chairman.

60,024. Which Act was it?—It was the Agricultural Holdings Act.

60,025. You do not know which year?—I do not know which year. He sent a paper round to each one of us. We were not to get anything under the Act.

Mr. Griffiths.

60,026. You said that there were 30 or 40 people who went over the farm to shoot. Did you include the men that went to beat for game? You do not mean to say there were 30 or 40 guns there, do you?—I include the beaters and all.

Re-ex-
amined,
61,952.*Chairman—continued.*

60,039. Are rents of farms, with sheep walks, considered lower than similar farms that have not got any?—They are.

60,040. Of course, on Sir Watkin's estate, politics, religion, and language, make no difference; and may we take it from you that it is the same on Mr. Wickham's estate?—Yes.

60,041. Of course, you have got an agreement on the Wynnstay estate, and the same on Mr. Wickham's estate, too?—Yes.

60,042. You have put down here that you consider, on some estates, agreements are as safe as leases?—I do.

60,043. But you qualify that by saying on some estates?—On some estates.

60,044. Not on all?—Not on all.

60,045. Do you object to any part of Sir Watkin's agreement, which has been put in several times?—No, I do not.

60,046. Are the strict clauses of the agreements enforced by good landlords?—Not by good landlords.

60,047. But have you ever known them enforced in your experience?—I cannot refer to any particular case, but I have felt sometimes that the landlord has been too severe towards some tenants in leaving.

60,048. You think they have been too severe?—In some instances.

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Mr. HENRY WILLIAMS.

[Continued.]

Chairman—continued.

60,049. In some instances, the tenant has not been sufficiently protected?—Yes, but I may say the best landlords do not press the most stringent clauses of the agreement.

60,050. But you have known in your experience some tenants hardly treated?—I have.

60,051. What are the average rents in the neighbourhood?—On upland farms the rent is from 10s. to 20s. There are some, I might say, at 5s., but the average, I believe, is from 10s. to 20s. on upland farms, and on lowland farms, from 25s. to 30s. There are some higher than that for accommodation land; but that is as to farms.

60,052. There are no services required by either of your landlords, except the payment of rent?—Except the payment of rent.

60,053. And keeping the farm in a proper and husbandlike condition?—Quite so.

60,054. Then you say, "As a rule, the holding is not let to the highest bidder?"—Yes.

60,055. As a rule?—As a rule.

60,056. But does it ever happen that it is let to the highest bidder, have you ever known that to happen?—I have.

60,057. A farm has been put up, and let to the highest bidder?—Yes.

60,058. And the man who offered the most money got it?—Yes.

60,059. Whether he was a good tenant, or whether he was not?—Yes, in a few instances, whatever; but, in general, the best landlords do not do that. They look out for the best tenant and accept him.

60,060. That, I think, is the universal opinion, that the best landlords do not let to the highest bidder?—They do not.

60,061. But you have known it to happen?—Yes, I have known it to happen.

60,062. Can you tell us anything about reductions and abatements on these estates?—I have been 24 years on the farm of 170 acres.

60,063. How many on the 300?—It is four years now since I took the 300 acre farm.

60,064. Now, will you tell us a little about your reductions and abatements on the two holdings?—On the farm of 170 acres, about 15 years ago I applied for a reduction. Colonel Hughes was the agent, and I applied for 20l. reduction, and I got it. A few years after, the prices of stock went down, and I had an abatement for four years of 15 per cent. The owner of that estate died four years ago, and the owner now is Mr. Wickham, of Chester, and he returned me 10 per cent. for the last two years, and allowed tithe. I have been for four years on the farm of 300 acres, and I have had 15 per cent. back for the last two years.

60,065. For the last two years Sir Watkin has returned 15 per cent.?—Yes.

60,066. That is not permanent?—Well, I suppose it meets the bad seasons.

60,067. As a practical man, if seasons improve, could you go back to the old rent, and pay the rent without having frequent abatements?—If prices were as they were 20 years ago —

Chairman—continued.

60,068. I do not mean that, but if prices rose a little—if prices were a little brighter and better, could you pay the old rent without the 15 per cent. reduction, do you think?—Well, they must alter a good deal to what they are now.

60,069. Then farming is not a very profitable investment at the present time?—It is not.

60,070. You can make it pay, but there is no great profit to be made out of farming?—No. I might say that most of us are losers by farming.

60,071. On the whole year, do you find that you lose money at the end of the year; when you make up your accounts do you find you are to the bad?—Yes. There is no profit, but losses, these last seasons, and I doubt very much whether any farmer would say that he farms at a profit, unless he goes out for some way of farming different to what we have in this country.

60,072. In your accounts do you put in the cost of your living, and that of your family as well, or only what you make after the rent you pay?—Well, what I receive from the farm, and what I pay.

60,073. Then there is very little to live on left?—Very little from farming.

60,074. Just perhaps enough to live on, but nothing to put by?—Well, I am more inclined to say that I am a loser.

60,075. That is what I wanted to understand, that at the end of the year you are distinctly to the bad?—Yes.

60,076. Have the local rates increased or not?—They have increased. See 65,1

60,077. But to any extent?—Well, I cannot show that, but they have a tendency to increase.

60,078. I may take it from you they are going up?—Yes, and upon that point I do not feel that professional men, such as lawyers and doctors, pay their share of the local rates; it entirely falls, or mostly falls, on the land.

60,079. It falls too heavily on the land, that is your opinion?—Yes.

60,080. Now, is there any sub-letting in your district?—Very few cases.

60,081. When is the rent paid, on the day it is due, or later?—Later. It is postponed.

60,082. As a practical man do you know anything about farmers having to borrow money to meet their engagements and pay their rents?—I do.

60,083. You know that of your own knowledge?—I do.

60,084. Is that common?—Well, not very common, but I know of several cases, especially these last years.

60,085. Do they borrow the money from each other, or do they go to the banks, and pay a high rate of interest for it?—Well, they borrow from each other. In some cases I have known of some going to the bank.

60,086. What rate of interest would the bank ask for a three months' advance, say?—Indeed, I cannot tell you.

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[Continued.]

Chairman—continued.

60,087. You have not heard that?—No.

60,088. But it is pretty high, I suppose?—It is high.

60,089. Then have you plenty of labourers?—No; labourers that will stick to farm-work are scarce.

60,090. There is a good deal of arable land, I suppose, gone down to grass?—Yes.

60,091. What is the reason of that?—Labourers are scarce, and the corn low; and I consider that grazing, with all the prices of stock having gone down, pays better than sowing corn.

60,092. Now about improvements. I suppose on Sir Watkin's estate everything is done by him—all the improvements are done by him, is that so?—Yes.

60,093. He puts up the gates and the gate-posts, and hangs the gates, and everything?—Yes.

60,094. What does the tenant do?—The haulage.

60,095. Is that supposed to be a hardship, or is that willingly done?—Oh, willingly done. I have done some improvements myself without asking the landlord.

60,096. Draining your land?—No; such as putting up a water-wheel.

60,097. What did that cost you?—About 40% to 50%.

60,098. Do you consider that you have improved your farms. Do you consider your farms are in better heart and better condition than they were when you took them?—I do.

60,099. What is your opinion of the tenant farmers as a class in the neighbourhood, are they an industrious, hardworking people?—Yes, they are.

60,100. They do the best they can for the land?—Yes.

60,101. Do you think, on the whole, that they have improved the land that they hold, or that it has gone back?—Well, I cannot say that the land has improved these last years. I know of some parts that are not cultivated to the extent they ought to have been, but the labourers' wages have been high, and the prices of stock low. I would be more inclined to say that the land is worse than it was 10 years ago in general.

60,102. Taking it generally all over the country, the land is not so good as it was 10 years ago?—That is my opinion.

60,103. Is the Agricultural Holdings Act any good to you at all?—I am not aware of anyone having much benefit from it.

60,104. Now, as regards the growing crops; is there any custom of the country in this neighbourhood?—On leaving?

60,105. Yes?—The outgoing tenant has the right to sow wheat the last year of his tenancy, and has a right to half of that crop. If it is summer fallow, then he is entitled to two-thirds of the crop.

60,106. And the outgoing tenant has a right to live in the house for a certain time after his tenancy expires?—Till the 1st of May.

Chairman—continued.

60,107. Is that a hardship or not on the incoming tenant. What do you think? We have had great differences of opinion about that. Is that a fair provision?—Generally there is good accommodation at the farm for the new tenant for his horses and his men. It is so on Sir Watkin's agreement.

60,108. But not for himself?—Not for himself. It is a very great inconvenience, particularly if the incoming tenant lives a fair distance off.

60,109. On the other hand, it is hard on the outgoing tenant if he has to clear out of the farm all at once?—It is.

60,110. So that it is really a mutual agreement between the outgoing and the incoming tenant?—Yes.

60,111. There is no great hardship in it either way?—No, I could not say that there is.

60,112. Now about the sale of sheep, is there anything that you would like to say about that?—Well, I think this is what is generally done. The landlord or the new tenant takes the sheep at a valuation—the mountain sheep.

60,113. There is no obligation on the landlord to do it, but he generally does it?—He generally does it, and I think it is very fair that the new tenant or the landlord ought to take the sheep on the mountain at a valuation.

60,114. Have you had any trouble about game in your neighbourhood?—There is trouble about game in the district, but I am not in the least troubled, nor any adjoining neighbours. I take the sporting over my two holdings at an annual rental of a little less than 6d. an acre with which arrangement I am satisfied. Some farmers in the district have suffered great loss by game, those mostly who have their farms adjoining plantations and whose landlords let the shooting to strange gentlemen who have no sympathy with the tenant farmers, nor their keepers any respect either.

60,115. The tenant farmers would preserve game for their landlords, but they object to shooting tenants, is that so?—They object to shooting tenants.

60,116. But they would not mind preserving the game for the landlord?—No, to some extent.

60,117. Do you live in a hunting country?—No.

60,118. The hounds do not come over your farms?—No, I have not seen them.

60,119. The tenant farmers do not object to fox hunting, do they, as a rule?—There is no fox hunting in our part.

60,120. But where there is, where Sir Watkin's hounds go, they do not object to them?—Indeed I cannot say; they have not been in this part at all; it is quite strange.

60,121. Have you known any farmers set up their sons in business or on other farms?—I know a few.

60,122. A few, but not many?—Not many, unless they have some income or are doing some other business, especially these last years.

60,123. Unless they had some other means of livelihood they would not be able to set up

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[Continued.]

Chairman—continued.

their sons in business or on other farms?—A few, a very few.

60,124. What is the cause of the present depression in your opinion?—I believe foreign produce is the cause of the present low prices. Farmers are worse off than they were 20 years ago, even if they have 25 or 30 per cent. back. I have made out some tables here just to show the difference between the prices as they were in 1874 and as they are in 1894:—

Prices of beef, 1874, from 8*d.* to 9*d.*

1894, „ 5*d.* „ 7*d.*

Mutton in the same proportion.

Tub butter, 1874, 15*d.*; 1894, 10*d.*

Wool, 1874, 17*d.* (I mean Welsh wool.)

1894, 7*d.*

Store bullocks (I take the prices last spring) one-third less than they were 20 years ago.

Wheat, 1874, 19*s.*; 1894, 8*s.* 6*d.*

Barley, 1874, 16*s.*; 1894, 8*s.*

Potatoes, 1874, 12*s.* to 15*s.*; 1894, 5*s.*

Some landlords deserve great credit for their sympathy towards their tenants by returns on the rent day, and their expenditure on the buildings for the convenience of the tenant, and I am proud to say that my landlord, Sir Watkin, through his agent, Colonel Hughes, has met his tenants liberally and helped them to pull through in these hard seasons, and the best feeling prevails between us. I might also add that I am aware of a case where Colonel Hughes is the agent on the estate and where he reduced the rent of the widow, after his notice was drawn to the case, from 180*l.* to 130*l.*, and besides that he returned as an abatement what he considered the widow had paid too much for some years back.

60,125. He returned the back rent?—Yes, for some years. I might add also that I have had everything I have asked for on the two years from Sir Watkin and Mr. Wickham.

60,126. You are perfectly satisfied?—Perfectly satisfied.

60,127. From your individual experience you do not think any arbitration court would be in any way necessary?—I believe if every landlord and agent would act as Colonel Hughes does towards those under him there would be no cry to-day for a land court at all. I have not felt it required.

60,128. Have you heard any general wish or desire for such a court of arbitration?—Well, I have heard.

60,129. Is it a general wish?—I might say that there are a good many, but I have not quite understood what is meant by a land court, whether it is meant to be a court of arbitration for a tenant to refer to the court to settle some disputes between the landlord and the tenant or a court to settle rents. I am not quite satisfied in my mind what is meant by a land court.

60,130. Do you think there is a general dissatisfaction among tenants in Wales with regard to their position or not?—No, I cannot say that. I do not think there is.

60,131. You do not think there is, but at the same time there is a desire amongst a good

Chairman—continued.

many tenant farmers for some undefined court of arbitration?—I might say that there is amongst some, whatever.

60,132. Amongst some portion of the tenant farmers of Wales?—Some portion.

Mr. Richard Jones.

60,133. Do you know what is in the mind of these tenants when they talk about a land court, whether it is a court for adjusting rents or simply a court for settling disputes?—That I was telling, my Lord, just now, that I do not quite understand what is meant by a land court, whether a court to settle disputes between the landlord and a tenant or a court to adjust rents.

60,134. But what I am asking you is this, you would probably be acquainted with what is in the minds of tenant farmers when they talk about a land court, whether it is a court to adjudicate upon questions of rent or not. What is in the minds of the farmers when they are talking about a land court?—Indeed I cannot answer the question decidedly what is meant.

60,135. Have you heard tenant farmers complain that the rents are too high?—I have. That is a general complaint.

60,136. And would they say afterwards that there ought to be a land court to settle the question of rent?—The tenants that are under landlords who turn a deaf ear to what they ask for generally complain and ask for such a court, but I do not think it is the general feeling amongst the tenants who are well treated.

60,137. Do you think there would be any objection to the establishment of a court to adjust rents on estates where the landlords turn a deaf ear to the applications of their tenants?—Indeed I cannot answer that question. When you speak of dissatisfaction, do you mean on the part of the landlords, or on the part of the tenants?

60,138. Dissatisfaction on the part of the tenants, because they are paying too high rents?—On those estates where the tenants are very badly treated?

60,139. Yes?—Well, those are the estates which call for such a thing as a land court.

60,140. Do you think it is possible to establish a land court to adjust rents on estates of that kind without giving offence in any way to good landlords?—I believe that good landlords would have objection to such a court.

60,141. They would object to any third party interfering?—Well, I should say so too.

60,142. But supposing that it was a court where either the landlord or the tenant might apply to have the rent settled in case they fail on the question of rent?—I know some cases where that has been done. It has been referred to a third person as an arbitrator, which almost means the same thing.

60,143. And did you find it worked satisfactorily?—Well, I know of cases where it has been done. The tenants were quite prepared to accept the person that the landlord named.

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[Continued.]

Mr. Richard Jones—continued.

That is not often, but I know of cases of that nature where the person that was nominated the tenant had good confidence in, and was a practical gentleman.

60,144. Do you think there would be any objection to this. A suggestion was made to us at Holywell that the tenant and the landlord should contract with each other for the rent, and at the end of the period of three years, if the tenant found that the place did not pay, then the question of rent should be referred to a court, either a court or a public official appointed by the Board of Agriculture?—Yes.

60,145. Do you think there would be any objection to that?—Indeed, I cannot say at all.

60,146. As a protection to the tenant?—It might be good in some cases, but I know several landlords that I would not be afraid to refer to, and state my case before them.

60,147. You could safely trust yourself in their hands?—In my landlord's hands I would.

60,148. But you would admit that there are other landlords who are not as lenient to their tenants?—Yes.

60,149. You say that the Agricultural Holdings Act is inoperative in the district?—Inoperative, yes.

60,150. But still you would admit, perhaps, that it has a certain amount of moral influence in protecting the tenant?—Yes.

60,151. Probably many landlords would act harshly towards the tenant if there was not such an Act in existence?—I cannot say that.

60,152. But I am asking your opinion?—It might be so.

60,153. Do you think the Act requires amendment in any way?—I have not studied it to a great extent, but as it is, I have not known of anyone receiving any benefit from it.

60,154. Do you know of any claims having been made under the third part of Schedule I., that is, for the consumption of cake on a farm, or for manures?—I cannot refer to any case now.

60,155. Then all questions between the outgoing and incoming tenant are referred to a valuer?—Yes, they are.

60,156. How do you act, does each party appoint his own valuer?—Each party appoints his own valuer, and an umpire is appointed by those parties.

60,157. An umpire is appointed if there is any necessity?—Quite so.

60,158. Then the two valuers value the crops?—They value the crops and anything else that the new tenant has promised to take from the outgoing tenant.

60,159. And they value the sheep?—They value the sheep.

60,160. Are the sheep valued above the market price?—The mountain sheep are valued above the market price on account that they are on the land.

60,161. They are settled?—Settled down.

60,162. How much more than the market price as a rule—Is a head?—The wethers are

Mr. Richard Jones—continued.

worth more than any other sheep, they are worth more than the ewes and the lambs, and generally the course taken is to put the price of the wethers on the whole stock, that has been the custom.

60,163. Is it provided in the agreement that the incoming tenant shall take to the sheep at a valuation?—It is in some agreements.

60,164. Do you think that should be general?—I think so.

60,165. And that if there is no incoming tenant the landlord should take them?—The landlord should take them.

60,166. Of course, it might work out badly in some cases, where there is no incoming tenant?—Yes, and in the case of any one turned out in a bad season.

60,167. Had you any understanding with your landlord or his agent respecting this water-wheel?—Not at all.

60,168. Suppose you left, say in another year would you be paid any compensation?—Well, I trust I would be paid to some extent. They were at the time spending a large amount of money on my buildings, putting up a Dutch barn, and doing every alteration that I asked them for, so I did not ask at all about this, I put it up myself.

60,169. You would have to leave it to his honour?—Entirely so.

60,170. You did not consider, as a matter of business, that it was necessary to have some sort of understanding?—I have gone on his honour.

60,171. Do you find that that is a defect among tenant farmers—that they do not work sufficiently on business principles—they do not conduct their farms on strict business lines?—Well, I cannot say that. Some are ahead of others; but I think farmers are improving on the whole in keeping a better class of stock and breeding better; they are rearing better stock on the land. I believe they are paying more attention to that than they were doing many years ago.

Mr. Griffiths.

60,172. I thought you said that you knew of tenants who had been rather severely treated; will you give us the names of any?—Well, I prefer not. I had no intention to refer to any case.

60,173. Is it the same with regard to the farms that have been let to the highest bidder?—Yes.

60,174. You would not like to name them?—No, I prefer not.

60,175. Are large farmers like yourself, or are small farmers, better able to stand the depression?—I believe that they are just in the same position.

60,176. It depends on the amount of capital they have?—Yes, it does.

60,177. One is able to pay more in labour than the other is?—Yes, that is so.

60,178. The small farmer has got to support himself as a rule?—That is so.

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[Continued.]

Mr. Griffiths—continued.

60,179. And the price of labour is very much increased?—Yes, it is.

60,180. Could more labour be advantageously employed?—Yes.

60,181. On farms generally?—Yes.

60,182. Why is it not so employed?—Well, they are not so easy to be had. Men to follow the teams, to open ditches, and do the work of the farm are not so easy to be had, and they prefer not to do it if they can get some work in towns.

60,183. They would rather lose a chance day than be tied down on a farm altogether?—Yes.

60,184. That is what is stated in Mr. Lleufer Thomas's report here. You live in the Vale of Clwyd?—I live in the Vale of Clwyd.

60,185. Have you ever added up your produce expenditure for, say the years 1874 and 1894 as well. Have you compared the total amount for two years?—Yes, I have made a rough guess at the figures.

60,186. Could you give us the benefit of your calculation?—Well, I can say so much as this, that farming paid me pretty well then.

60,187. But how much less is it now. I do not care about the amount altogether, but how much less is your produce now than it amounted to in 1874?—I was not farming then the whole of the land that I have now. I had only this farm of 170 acres.

60,188. Will you give us either farm?—I may say so much as this. I was doing very well. The farm was paying me then, and most farmers can say the same at that period, but when the time of the depression came, and even after we had this reduction, we are as a rule losers.

60,189. Then you consider you are worse off, and notwithstanding the abatements you have, you would rather have the old times, with no abatements?—Far better.

60,190. You named some instances of some widows that had been dealt very fairly with, when their landlord or agent came to understand their position. Do you think there are many such cases? Do you think that the landlord and agent really know the position of the farmers?—Well, I do believe there are cases where they do not.

60,191. The tenants do not always like to come forward and make complaints to the landlord, do they?—No, they do not.

Mr. Grove.

60,192. I think you told us you consider an agreement is quite as good as a lease?—On some estates.

60,193. I was going to ask you, suppose there were a death of the present owner, or a sale of the property, it would not be so safe then, would it?—No, but the landlords—I mean the best landlords—would act fairly towards the relations of the old tenant in a case like that.

60,194. You seem to draw a sharp distinction, because you have said several times over “the best landlords,” so you consider there are two

Mr. Grove—continued.

sorts of landlords? In Anglesey we had evidence dividing them into two classes, A and B. I suppose your mind is running somewhat in that direction, but we are very pleased to think that most of your landlords are good landlords about this part, at any rate. Now as to game, although you have had no unpleasantness yourself about game, have you heard of unpleasantness anywhere in your district?—Yes, I have.

60,195. As a rule, do you think that the keepers are as considerate towards the tenant-farmers as they ought to be?—I do not believe they are.

60,196. You say also that religion and politics make no difference in the case of your farm?—No.

60,197. Could you say that of the district generally?—Well, I believe I can in general, whatever. There might be exceptions, but I am not aware of any.

60,198. Is there any disinclination amongst the tenant-farmers to come forward and give evidence before this Commission, do you think?—Well, I have not known of any.

60,199. Are there many small freeholders about this part?—Not many about here. There are a few in the Derwen district.

60,200. How long ago is it, generally speaking, since they bought those properties?—About 18 or 20 years ago.

60,201. Did they have to borrow money a good deal to do that, do you think?—Yes, most of them.

60,202. Do you think they have paid off, very many of them, by this time?—I do not think they have.

60,203. What rate of interest do you suppose they are paying?—About 4 per cent., or something like that.

60,204. Without redemption?—Without redemption.

60,205. Is it your view that if money is spent in improvements, there should be compensation given on a change of tenancy?—It is.

60,206. Then you speak of sons and daughters having been set up in business. That does not apply, I suppose, much to the present time?—No.

60,207. You consider there is a depression at the present time?—Yes.

60,208. And that they are not doing so well as they did years ago?—No, they are not.

60,209. You are a county councillor, I think?—Yes.

60,210. Have your County Council appointed an analyst under the Fertilisers and Feeding Stuffs Act?—Yes, they have.

60,211. Is it made use of by the farmers at all?—Well, I have not heard of anyone.

60,212. For instance, take your own case. You have got a very large farm, a very important farm, indeed. Have you sent in any samples to the analyst to be tested?—I have not.

60,213. In our county we have had a great many sent in already. Now, is your land very good, because you seem to pay a very heavy

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[Continued.]

Mr. Grove—continued.

rent. For your 300 acres you pay 512*l.*, that is at the rate of about 34*s.* an acre?—Yes.

60,214. That is pretty well, I suppose, the maximum price of the district?—Yes.

60,215. I suppose that is an exceptionally good farm, is it?—Well, it is a fairly good farm.

Chairman.

60,216. I have a few questions to trouble you with from Mr. Llewellyn Jones: "You represent the Derwen Division of Denbighshire on the Denbigh County Council, do you not?"—Yes.

60,217. "Are you well acquainted with the circumstances of most of the farmers in this Division?"—I am partly, whatever.

60,218. "Who are the chief landlords in this Division?"—Lord Bagot, and Colonel West.

60,219. Anybody else?—And Sir Watkin.

60,220. "What is the condition of the buildings on these estates?"—Well, I have said already that on Sir Watkin's I believe they are very good.

See 62,141. 60,221. And on the other estates?—Well, I cannot say much, but there is the Llynwn Ynn estate also, that is a large estate in this district. There are good buildings set up on most of the farms there, and some new buildings continuously; but I think on Lord Bagot's and Colonel West's estate they are not so well as on the other estates.

60,222. "Do you know a farm called Fach-lwyd, in the parish of Gyffyllog?"—I do.

60,223. "Are you acquainted with the circumstances under which Lloyd, the late tenant, left the farm?"—Well, I was there valuing but I could not give any particulars to be certain. I could not give any facts that I could stand by.

60,224. "If you have been a loser during the past seasons, then your rent is too high, is it not?"—It is too high at present.

60,225. "You gave a comparative statement of the market prices of agricultural produce and farm stock in 1874 and 1894. Do you think that rents have fallen in Wales in proportion to the fall in prices?"—I do not.

60,226. Then there is a question by Mr. Owen Wynne. "Do you not think, as a rule, the farmers of Wales know nothing of a land

Chairman—continued.

"court and care nothing for a land court?"—Well they have not had any experience to know much about it. As I said before, I know that there is some talk amongst some portion of the tenants—the tenants, mostly, of the landlords who deal rather hard towards their tenants.

Mr. Brynmor Jones.

60,227. When you refer to a land court, do you mean a court that would have power to fix rents?—Well, I have not quite understood what is meant by a land court, whether, as I said before, a court of arbitration between the landlord and the tenant, or whether it is a court to adjust rents.

Mr. Grove.

60,228. Whatever the court may be, I suppose you would like the landlords and tenants first of all to have the opportunity of agreeing to the rent and agreeing to the conditions, would you not?—I would.

60,229. The chances are then, that every good landlord, or sympathetic landlord, would agree without going to the court at all?—I think so; yes.

60,230. Then would not that remove a great deal of objection to the court if there were an opportunity of doing that first?—Well, I believe it would.

Mr. Griffiths.

60,231. Would you kindly tell us by whom you were employed to value, in the valuation that you spoke of?—I was asked by the agent and by the tenant with another gentleman.

60,232. Could you tell us what was brought before you to value. Was it the stock that you had to value, or what?—The crops.

60,233. Did the landlord take to the crops?—Yes, the agent gave instructions to us.

60,234. Did you value satisfactorily to both the landlord and the outgoing tenant?—I understand that there was a complaint on the part of the agent that it was too high.

60,235. No complaint on the tenant's side?—No.

The witness withdrew.

Colonel CORNWALLIS WEST called and examined.

Chairman.

60,236. You are lord lieutenant of the county of Denbigh?—Yes.

60,237. And you are tenant for life of the Ruthin Castle estate of about 10,500 acres in this county?—Yes.

See 60,555. 60,238. I believe your agent will give details as to the management of the estate since 1868, when you came into possession?—Yes.

Chairman—continued.

60,239. I believe you have prepared a statement; will you kindly let us hear it?—I am tenant for life of the Ruthin Castle estate of about 10,500 acres, in the county of Denbigh. My agent, who will follow me, will give the Commission full particulars of the estate, of which I have been in possession since 1868, and of its management in which I have always taken

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[Continued.]

Chairman—continued.

an active interest. I wish, therefore, simply to touch upon certain points connected with the inquiry, as they present themselves to my mind.

Taking the syllabus issued by the Commission, I find the first question refers to the effect on the occupation of land on an encumbered estate. The fact of an estate being encumbered would materially hamper the owner in his power to spend money upon it, if, as in some cases, the mortgages and other charges absorb 50 per cent. of the income. There are many cases in Wales, as in England, of owners with old charges to meet, mostly incurred by family settlements or in costly political contests generations ago, and where permanent reductions of rent have been made the net spendable income is, of course, affected. Land in big lots is as difficult to sell in Wales as it is in England at such a value as would make it worth the while of a tenant for life of an encumbered estate to get his trustees to sell, under Lord Cairns' Act, but I cannot see why a landowner should not be given facilities to borrow money from the State, both to pay off charges and generally to improve his property. Where the security is ample, the State could well afford to lend at such a rate of interest as would, after providing for a sinking fund be less than the 4 per cent. or $4\frac{1}{2}$ per cent. now usually paid to a mortgagee. Of course in suggesting this I am taking for granted that legislation will not be in the future of such a character as to affect the full, complete, and immemorial legal rights of private property in land as at present recognised and enjoyed and so lessen the security given to the State for advances made. Assistance might also be given by the State to landowners to redeem the tithe rentcharge by advances at low interest. It is unjust to ignore the claims of landowners to the consideration of Parliament. If they are impoverished by economic or any other causes beyond their control, and are unable to find purchasers for the land they possess, except at an enormous sacrifice, it would be good policy and in the interest of the State to assist them to disencumber their land from every charge upon it, whilst, on the other hand, the State might very well insist on prohibiting, in the future, any charges on land being created by settlement or otherwise above a stipulated amount, based on its rateable value.

I am well aware, however, of the outcry with which any proposed State relief to landowners would be met on the part of a certain section of politicians, and as an alternative to advances by the State, it has been suggested that trustees of settled estates should be empowered by law, after obtaining the sanction of the court, to advance money for permanent improvements even if forced to borrow it.

They should also be enabled to raise money, at the lowest rate of interest, to pay off the debts of a life-tenant, on condition that the amount so raised was covered by an insurance. Why should a tenant for life have to pay 5 per cent. to a bank in order to dower his daughter with, say 5,000*l.* besides insuring his life, when he

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might get the trustees to raise it from his estate at 3 per cent. or $3\frac{1}{2}$ per cent.?

It is in the interest of the country that land should be able to attract capital.

As the law stands now, a tenant for life can improve his property; either (a.) By dipping into his income (often insufficient for the many calls made upon it), or (b.) By going to a land improvement company, and paying 7*l.* 5*s.* 6*d.* for 25 years on every 100*l.* spent.

As trustees can borrow at 3*l.* per cent., or $3\frac{1}{2}$ per cent., the life-tenant is paying for 25 years a much higher interest to a land company than he would do to the trustees. I have myself been paying for 20 years 826*l.* per annum for the use of 11,000*l.* spent on my estate, and receiving no interest upon it. At the end of the term of 25 years I shall have paid 20,870*l.* for the loan of 11,000*l.*; whereas, if the trustees had had power to raise the money on mortgage at $3\frac{1}{2}$ per cent., receiving small annual instalments as a sinking fund besides to meet the principal, the amount repaid to the trust need not necessarily exceed the original sum raised. Considerable relief would be felt by tenants for life if trustees were given enlarged powers, and though there may be some who would prefer absolute ownership of land, there is no reason, so long as the system of "life ownership" exists, why changes should not be carried out in the land by extending the powers of trustees, so as to cause more capital to be used in improving the land and developing its resources.

With regard to land situated within manors, I happen to be lord of the manor of Ruthin, and of various other manors in the neighbourhood of Llanarmon Dyffryn Ceiriog, to all of which mineral and sporting rights are attached.

An inclosure was sanctioned by the Commissioners, in the year 1852, at this end of the Vale of Clwyd. It originated with the freeholders, and was supported by my father, who was the lord of the manor at the time. I think where the rights of the community are guarded, an inclosure of waste common land cannot fail to be a public benefit, as it creates freeholders, and so enables land to be broken up and cultivated, where it is practicable, by the freeholders to whom it is apportioned, and roads to be made through it. At the same time, it must be remembered that most of the high mountain land of Wales is only adapted for sheep pasturage, and could not possibly, owing to its altitude and the poorness of the soil be cultivated or planted at a profit. It is in fact, only of value as grouse moors and sheep-walks.

In some cases, I have seen up-land cropped with cereals for two or three years in succession, and then allowed to revert to the original heath. It was probably found too expensive to cultivate, and the farmer had not the means to buy artificial manure, and farmyard manure could not be carted to the land, except at great expense.

Mountain sheep-walks attached to farms are usually a source of considerable profit. The mountain is let at a nominal rent of about

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6d. or 1s. an acre. It sometimes happens, in consequence of too many sheep being kept that many die in winter, and some carelessness is shown in not feeding the ewes before lambing, and bringing down the flocks to the lowlands before the cold weather sets in.

I think Welsh mountain farmers hardly realise sufficiently the effect on the quality of wool of keeping sheep in a low condition; it deteriorates it enormously in quality, and it cannot, of course, fetch a high price in the market.

It having been frequently stated that the landowners in Wales are what are called aliens, that is, not of Welsh birth, I refer to the return made in 1873, of persons owning land in Denbighshire, and I find the following names, clearly indicating their Welsh origin, with many others not so distinctly Welsh, but yet long connected with Wales: Davies, 99; Edwards, 80; Ellis, 18; Evans, 79; Ffoulkes, 25; Griffiths, 48; Hughes, 106; Humphreys, 15; James, 7; Jones, 367; Lewis, 26; Lloyds, 49; Morris, 36; Owen, 39; Parry, 50; Phillips, 8; Price, 18; Richards, 10; Roberts, 162; Williams, 148; Thomas, 47; Wynn, 24. There were a very large number besides that I have picked out, showing, distinctly, that the land of Wales after all is not confined to Englishmen.

The following statistics from the county of Denbigh from the same return may interest the Commission. There are—

328,824 acres of cultivated land in the county of Denbigh.

179,426 acres belong to 54 persons, giving an average of about 3,323 to each of the 54.

33,826 acres are owned by 48 persons, who have more than 500, but less than 1,000 acres each.

115,502 acres are owned by 5,606 persons who have less than 500 each, giving an average of about 21 acres each.

Of course, I do not deny that circumstances have very much altered since 1873. That return is the only available return that we have. You will see there are in the whole county 386,416 acres; there are 328,824 acres of cultivated land in the county, and 179,426 acres belong to 54 persons. There are 33,896 acres owned by 48 persons who have more than 500 but less than 1,000 acres each; there are 115,502 acres owned by 5,606 persons who have less than 500 acres each, giving an average of about 21 acres to each person. I think the figures showing the number of small freeholders (and they have probably largely increased since 1873) are interesting, because from their number these freeholders must have a powerful voice in determining any land legislation for Wales. Much of what was suggested in the two Land Bills introduced into Parliament will affect them quite as much as it would affect the larger owners of land.

If, as in the Irish Acts, a part of the freehold is taken away from the original freeholder, and given to another, who, being a tenant, hence-

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forth possesses an actual joint interest in the land—the effect must inevitably be to lessen the value of the property for selling purposes, and the small Welsh freeholder would find, if such a Land Act were ever imposed upon Wales, that he would be obliged either to work his own property himself, or run the risk, the moment he let it to a tenant, of losing half its selling value in consequence of the legal claims which are at once assumed by the tenant of the holding. For this reason, I think, the small freeholders in Wales will think twice before committing themselves to the support of any legislation likely to gravely affect their position as landowners, and the value of their property.

As to any evil effect on the occupation of land where there is a difference of language, religion, or politics between the landlord and tenant, I believe at the present time none exists. No rational landlord ever cares what particular form of religion his tenant may profess; all he considers is whether the man is a good farmer, and can pay his rent; and the ballot has long ago made the landowner politically powerless to enforce his wishes at the poll, except by the moral influence many of them possess. I consider the statements made by Mr. Thomas Ellis, M.P. (that tenants are capriciously evicted, and dare not appear on political platforms, and that Nonconformist farmers have been got rid of simply because they were Nonconformists), is utterly unwarranted by facts, and, so far as the county of Denbigh is concerned, I believe, it would be absolutely impossible to find a single well-substantiated instance of tyranny, either social or political, in recent times, and I decline to go back to 30 or 40 years ago, as many witnesses have been allowed to do, when a good deal may have been done which legislation and the more enlightened opinion of society has long since rectified or rendered impossible. Part of the charge if true, would make out the Welsh farmer to be what I, at any rate, have never found him to be, both subservient and cowardly.

The question of language does not affect us in the Vale of Clwyd as it may do elsewhere, for nearly the whole population speak English. It is found so much to the advantage of everyone to know the English language, that parents are fully alive to the necessity of having their children thoroughly taught it; and, so far as I can form an opinion from my own experience, I think the bi-lingual inconvenience, if it exists at all, is very much exaggerated. English, being the language of trade and commerce, is eagerly learnt, and I believe in North Wales at the present time there is not a single boy or girl above the age of 14 who is not conversant with it—notwithstanding that Welsh may be the language of their home. The old and the middle-aged may be less instructed, but the rising generation are fully alive to the fact that their success in life depends on their acquaintance with English.

It has been repeatedly stated that rents have been "screwed up" by competition. I believe

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statements of this sort cannot be substantiated, but that, on the contrary, the oftener facts connected with large estates are examined, the more it will be discovered that tenants are selected from character and ability to farm well rather than from mere considerations of rent. The reductions in rent rolls during the last decade will refute the assertion as to rent. This will be further gone into at a subsequent stage of the inquiry by one who is prepared to lay before the Commission the allowances and reductions of rent, and the enormous expenditure of capital, made on 198 estates in North Wales as well as to refute the extraordinary statements made by Mr. Ellis, M.P., in his estimate of rent reduction in Wales as compared with England—

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based on income-tax returns. In many cases, as I will proceed to show, on my own estate, the sum paid as rent is very little above 4 per cent. on the value of the house and buildings connected with the farm, the land in some cases being nearly rent free.

It is impossible to go through the whole of the Ruthin estate, but I have taken six farms; they are none of them big ones, and I find that those farms are altogether 465 acres. The rent of those six farms is 472*l.* 10*s.*; the value of the buildings is 8,100*l.* The interest on that would be 324*l.*, and the balance of the rent would be 148*l.* 10*s.* 0*d.* (*The witness handed in the following table*):—

RUTHIN ESTATE.

Acreage.			Rent.	Value of Buildings.	Interest at 4 per cent. in Value.	Balance of Rent.
A.	R.	P.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
A.	33	0 14	40 0 0	900 0 0	36 0 0	4 0 0
B.	185	1 20	140 0 0	3,000 0 0	120 0 0	20 0 0
C.	42	1 5	87 10 0	1,500 0 0	60 0 0	27 10 0
D.	40	0 0	36 0 0	800 0 0	32 0 0	4 0 0
E.	62	0 0	58 0 0	900 0 0	36 0 0	22 0 0
F.	102	2 3	111 0 0	1,000 0 0	40 0 0	71 0 0
465 1 2			472 10 0	8,100 0 0	324 0 0	148 10 0

Then I take the Llanarmon estate. I take 12 farms on that estate, and including the sheep-walk those 12 farms comprise 4,623 acres. The rent is 874*l.* 10*s.* 0*d.*; the value of the buildings

is 16,400*l.* The interest on that would be 656*l.* The balance of the rent would be 224*l.* 10*s.* 0*d.* (*The witness handed in the following table*):—

LLANARMON ESTATE.

Acreage.			Rent.	Value of Buildings.	Interest at 4 per cent. in Value.	Balance of Rent.
A.	R.	P.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
A.	139	0 18	77 0 0	1,800 0 0	72 0 0	5 0 0
B.	260	0 23	66 0 0	1,800 0 0	72 0 0	Nil.
C.	403	0 1	95 0 0	2,000 0 0	80 0 0	15 0 0
D.	395	2 30	67 0 0	1,100 0 0	44 0 0	23 0 0
E.	471	1 31	63 0 0	800 0 0	32 0 0	31 0 0
F.	443	3 38	110 0 0	1,300 0 0	52 0 0	58 0 0
G.	150	0 2	61 0 0	900 0 0	36 0 0	25 0 0
H.	676	0 5	104 0 0	2,000 0 0	80 0 0	24 0 0
I.	131	2 3	88 10 0	1,800 0 0	72 0 0	16 10 0
J.	190	0 25	31 10 0	700 0 0	28 0 0	3 10 0
K.	224	0 3	73 10 0	1,500 0 0	60 0 0	13 10 0
L.	138	1 33	38 0 0	700 0 0	28 0 0	10 0 0
4,623 2 12			874 10 0	16,400 0 0	656 0 0	224 10 0

Each tenant has received 10 per cent. abatement on these rents besides the permanent reductions made on the rent of the estate since 1883-4, so that the actual net balance of rents would be rather less than I have placed on this paper.

In order to demonstrate by a few instances the rather stationary character of rents for

75 years, I have extracted the following farms from a schedule in the certificate made by certain Commissioners in 1819, when the Chirk Castle estate was divided between three co-heiresses, one lot of which fell to my great-aunt, Miss Myddleton, and is now my property. (*The witness handed in the following table*):—

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Acreage in 1819.			Rent in 1819.			Rent per acre. in 1819.			Acreage in 1894.			Rent in 1894.			Per acre.		
A.	R.	P.	£	s.	d.	£	s.	d.	A.	R.	P.	£	s.	d.	£	s.	d.
A.	195	2 11	316	0	6	1	12	0	186	2	5	265	0	0	1	8	0
B.	468	1 14	445	19	0	0	19	0	416	3	24	460	0	0	1	1	0
C.	366	1 26	442	6	0	1	9	0	330	0	0	360	0	0	1	1	9
D.	55	2 26	31	1	9	0	11	3	66	0	0	42	0	0	0	12	0
E.	220	1 17	159	0	0	0	14	5	185	0	0	140	0	0	0	15	0
1,306			1,394	7	3	—			1,184	1	29	1,267	0	0	—		

Those farms, in 1819, comprised 1,306 acres, and the rent was 1,394*l*. Those farms, having been reduced by about 100 acres, are now 1,184 acres, and the rent is 1,267*l*. The average rent per acre for the above farms in 1819 was 1*l*. 1*s*. 4*d*., and in 1894 1*l*. 1*s*. 0*d*., so that the rent now is actually 4*d*. per acre less than it was 75 years ago.

See 55,539. Mr. Hugh Hughes, who is a freeholder and entirely unconnected with my estate, in his

evidence at Llangollen, said that land in the Llanarmon district was too highly rented, besides stating that there was a want of sympathy between landlords and tenants. I deny utterly both statements so far as I am concerned. I will mention Penybryn farm, close to the village, rented by his brother, Mr. Henry Hughes, as an instance as to rental on my estate, as well as another farm at Llanarmon, called Blaenywcm.

PENYBRYN FARM.

		£	s.	d.
Sheep-walk	101 acres at 1 <i>s</i> .	5	1	0
Pasture	84 „ 12 <i>s</i> .	50	8	0
Meadow	5½ „ 30 <i>s</i> .	7	17	0
Arable	34 „ 6 <i>s</i> .	10	4	0
	224½	£73	10	0

BLAENYWCWM FARM.

		£	s.	d.
Sheep-walk	1,363 „ 3	37	acres at 1 <i>s</i> .	68 4 0
Pasture	163 „ 3	2	„ 2 <i>s</i> .	16 6 0
Rough pasture	106 „ 2	8	„ 1 <i>s</i> . 6 <i>d</i> .	7 19 0
Meadow	15 „ 0	10	„ 8 <i>s</i> . 6 <i>d</i> .	6 7 6
Arable	26 „ 2	28	„ 4 <i>s</i> .	5 4 0
	1,676 „ 0	5		£104 0 6

Taking the Llanarmon estate as a whole, with an acreage of 5,979, I find the average rent per acre, if sheep-walk of 3,441 acres is included, is 4*s*. 5*d*., if excluded, 10*s*. 8*d*., and Mr. Hughes considers this estate highly rented.

The fact that the whole of the buildings have been erected and are kept in repair by the landlord, differentiates land tenure in England and Wales from the Irish land system. In Ireland, except in some of the large English-managed estates, the work has usually been done by the tenant, and the Irish Land Act has special provisions applicable to estates “where the permanent improvements have been made and substantially maintained by the landlord or his predecessors in title.” (44 and 45 Vict. c. 49, sections 7 and 8.)

Mr. Ellis has stated his belief in the existence of a tenant-right in Wales. I have never myself heard of it. The tenant under the Agricultural Holdings Act can recover the full remaining value of manures, and he can compel the landlord to execute any necessary drainage works or recoup him what he has spent on them. Any

other payments made to him on leaving his farm he gets by mutual agreement from the incoming tenant, according to well-known “custom,” but I never heard of his selling any so-called tenant-right.

There is no question but that the system under which compensation under the Agricultural Holdings Act is settled should be made cheaper, simpler, and more expeditious. I wish the security to the tenant for unexhausted improvements to be a reality, if he has made any, and they have been sanctioned; but to allow a tenant to carry out any so-called improvement to suit his own convenience without the consent of the owner (which may be perfectly useless to any other tenant), and charge the landlord with something he does not want, would be monstrously unfair, and lead to endless litigation.

In cases of disputes where landlord and tenant cannot come to terms, the intervention of an arbitrator, appointed by the Minister of Agriculture for a certain district, might be desirable if it were mutually agreed by landlord and tenant to call him in, and where it is mutually

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agreed by them to abide by his decision. I believe the appointment of an official valuer, who could upon occasion be referred to in every county or district, would lead to the adjustment of every dispute amicably, and without recourse to any legal tribunal. I am strongly of opinion that the County Council should have nothing whatever to do with appointing the district arbitrator. With regard to this suggestion, however, I wish to say that as the management of Welsh estates is precisely similar to the management of estates in England, I consider the same system of arbitration, should, if thought necessary, be made to apply to both England and Wales.

I believe that the establishment of a land court, together with "the three F's," would drive Welsh landowners out of the country; they would become nothing but rent-chargers, and they would cease to take the slightest interests in their estates, and, as is the case in Ireland now, they would refuse to spend a penny in improvements or repairs. The capital which they now use freely on their estates would be diverted in other directions, and the result would be to embitter the relations of landlord and tenant, and work great mischief on the country. Many of the gentlemen who advocate such a measure for Wales in the Press and in Parliament take a purely doctrinaire view of the subject, and have no actual personal interest in land or practical knowledge to guide them, and I firmly believe that the most intelligent and most independent of the farming community (if they are not under the influence of a certain political "ring") prefer freedom of contract as between man and man, and acknowledge the evils which would result by the establishment of a court, with its attendant expenses, to decide questions which, nine times out of ten, they are both competent and willing to decide for themselves, or at any rate have fairly decided by a system of mutual arbitration. A freehold interest in the land is the only possible way of obtaining that entire freedom of action, and that command of the situation which the so-called friends of the farmers are demanding for their clients. I am glad when tenants can buy their holdings, if they wish to do so and they are on sale—and I think the State might assist them up to, say, one-half of their value; but, as regards security for improvements, carried out by existing tenants, I believe that if certain additions and alterations were made in the Agricultural Holdings Act, tending to simplify its procedure, ample compensation would be secured to tenants in the event of their giving up the holding, or the property being sold, as well as to the landlord, in case of a farm being run out or otherwise deteriorated, a contingency which should be very carefully guarded against.

The cause of the agitation on the so-called Welsh land question has, undoubtedly (apart

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from the peculiar circumstances of the times) had a political character throughout. Persons have taken advantage of the depression in agriculture, and the mischief it has caused, to try and arouse ill-feeling against the landowner, who has probably suffered as much as the farmers, and have made him the scapegoat. As the landowner generally differs in politics from these so-called land reformers, he has been roundly abused and villified and condemned as a hard-hearted, rack-renting tyrant with no sympathy for his tenants, to an extent and to a degree hardly conceivable, especially in the vernacular press. There may be a few grasping landowners, but they are not easy to find, and I am confident, from personal knowledge, that in Denbighshire, at any rate, there is not a single landowner, of any character and repute, who has not shared largely in losses with his tenants, and who is not actuated by the strongest desire to act towards them in a generous, gentlemanly, and humane spirit, by remissions and allowances of a substantial character.

In my opinion the chief causes of the general depression are: 1st. The enormous importations of foreign produce at reduced freights; 2nd. Bad seasons; and 3rd. Principally to the rise in the price of gold. Wheat has gone down from 6s. 6d. a bushel to 3s. 3d. At the same time it must be remembered Wales only farms 6 per cent. of its acreage to wheat, and England 18 per cent. Wales is, therefore, not a wheat-growing country, and barley and oats have happily not fallen in price in proportion to wheat. A careful analysis of current prices for cattle, sheep, butter, cheese, oats, barley, and other products (which I shall put in), show nothing like such a fall as in wheat, and it should be remembered, as a set-off to general losses, that besides reductions and allowances in rent, the tenant gets some advantage now in the very low price of oil cake, feeding barley, maize, super-phosphate, and seed corn. Where he is fairly met by his landlord and farms intelligently, and according to the times in which he lives, especially if he is near a good market, though undoubtedly badly hit, he need not, in my humble opinion, actually despair of what the future may have in store.

I have obtained the following schedule of prices from persons of great experience. The earlier ones were obtained by me in 1887, when information was asked from competent authorities by Welsh members. (I have added the prices of 1894 to them. Well, I do not think it will be necessary to trouble you by reading all these, but I will put them in. The long and short of it, of course, is, that the prices, except in the case of certain products, is considerably less in 1894 than it was in 1876, but the year 1894 does not compare at all badly with the year 1852. (The witness handed in the following table):—

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RATES AND LABOUR.

	1852.	1876.	1887.	1894.
Amount of rates and taxes per pound paid by tenant-land tax, school-board rate, poor rate, highway rate, sanitary rate	2s. 6d.	2s. 8d.	2s. 5d.	2s. 9d. to 3s., and up to 4s.
Price of labour per week	12s.	16s.	15s.	15s.
PRICE OF AGRICULTURAL PRODUCE.				
Wheat per quarter	45s.	57s.	33s.	27s. to 28s.
Barley	30s.	40s.	25s.	27s. to 28s. 6d.
Oats	18s.	27s.	18s. to 20s.	21s.
Yearling cattle	4l.	7l.	4l.	6l. to 8l.
Horses	22l.	32l.	30l.	Small, 30l. to 35l. Large, 60l. to 70l.
Welsh wethers	9s.	18s.	16s.	17s. to 18s.
Butter, per lb.	9d.	1s. 3d.	10d.	1s.
Wool, per lb.	1s.	1s. 4d.	9d.	8d. to 10d.

I would venture to suggest, in order to meet the exceptional times, the following recommendations:—

First. Increased facilities for the transport of agricultural and horticultural products at reduced rates. These would best be accomplished in many parts of Wales by cheap light railways, subsidised by the State, as in Belgium and France, where, I believe, they are made at a price of something like 2,500*l.* per mile. An attempt was made in that direction in this neighbourhood in 1876 in which I took an interest. A scheme of a narrow-gauge railway from Ruthin to Cerrig-y-Druidion, a distance of 16½ miles, was started, and received considerable financial support. We had costly difficulties however to meet in Parliament, amounting to 877*l.*, Lord Redesdale (who was then Chairman of Committees) insisting on land sufficient for a broad-gauge line being allowed for in the Bill, although we told him it would be impossible to make one, as the gradient was to be 1 in 30 to 1 in 64. In the end, after a good deal of money was spent, the scheme had to be dropped. I think that the gradient was about 1 in 30 for some distance, and then it came up to 1 in 200. The first portion of the line was extremely steep. I believe if we had had any sort of encouragement from the Board of Trade or some public department to continue that line, it would have been now in existence. As an example, however, of what private enterprise can do in this direction, I would point to the Glyn Valley Steam Tramway—a witness at Llangollen said it had injured the farmers, but he failed to say how. The thriving condition of Glyn Ceiriog, its increase of population, and general development, is remarkable, whilst it must be an immense advantage to the farmers in bringing them nearer to the markets of England.

Secondly. I would suggest removal from land of the sole charge for the maintenance of the poor, for lunatics, for education, and for roads, and an equitable division of the burden of local taxation between income from real and personal property. Now that the death duties on real property are assimilated to those on personal property, it is common justice that real property should be largely relieved from its unfair share,

as compared to personal property, in local burdens.

I produce a statement relating to my own property showing the amount paid in Imperial and local taxation. I find that on an estate of 10,000 acres, from which the actual agricultural yield in land produces 6,390*l.* per annum, that the whole of the amount paid by the tenants and the landlord come to no less a sum than 2,019*l.* 9*s.* 10*d.*, including tithe. The tithe on my estate comes to 751*l.*; the Imperial taxes to 317*l.* 11*s.* 4*d.*, and the local rates, partially paid by the tenants and myself, to 950*l.* 8*s.* 8*d.*, so that it practically comes to this, that on an estate of 6,000*l.* a year it is paying 2,000*l.* a year in taxation, 1,000*l.* a year for repairs and agency, leaving 3,000*l.* for its owner.

SUMMARY of RATES Payable on the RUTHIN CASTLE ESTATE of 10,000 acres of Rateable Land yielding a Rental of 6,390*l.* per Year, exclusive of all Cottage and House Property and Mineral Property.

Local Rates (paid by Tenants and Landlord).	Imperial Rates (Income Tax, Land Tax).	Tithe Rent- charge.
£ s. d. 950 8 8	£ s. d. 317 11 4	£ s. d. 751 9 10

The amount payable in the pound for Imperial and local taxes is 4*s.* The whole, including tithe rent-charge at 6*s.* 4*d.* in the pound on an estate of 10,000 acres and a rental of 6,390*l.*, amounts to the sum of 2,019*l.* 9*s.* 10*d.*

Rental, 6,390*l.*

Outgoings.

	£	s.	d.
Rates, taxes, and tithes (paid jointly landlord and tenant)	2,019	9	10
Repairs and management	1,000	0	0
	£3,019	9	10
Balance	- 3,370	10	2
	£6,390	0	0

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SUMMARY for above, the Landlord paying his portion of Taxes and Tithe Rent-charge.

Local Rates.	Imperial Taxes (Income and Land Tax).	Tithe and Rentcharge.
£ s. d. 81 7 10	£ s. d. 214 8 6	£ s. d. 751 9 10

	£ s. d.
Rental, 6,390l.	
Rates and taxes and tithe rent-charge	- 1,047 6 2
Repairs and management	- 1,000 0 0
	£2,047 6 2
Balance	- 4,342 13 10
	£6,390 0 0

Taxes, &c.

	£ s. d.
Landlord	- 1,047 6 2
Tenants	- 972 3 8
	£2,019 9 10

I may also say that land, on which the sewage of this town is utilised by me, amounting to 111 acres, has to pay 17s. per acre for rates, taxes, and tithe rent-charge.

As showing the burdens on land, I may be permitted to quote the following summary of a report issued in March 1894 by the Central Chamber of Agriculture.

The Statistical Committee of the Central Chamber of Agriculture have issued a report (which I produce) showing the burdens on land. It comprises returns from 369 farmers in 39 English and 7 Welsh counties. The average rent of the farms reported upon is 1*l.* 5*s.* 7*d.* an acre, and the average rate 3*s.* 2*d.* per acre. Adding income-tax and land-tax to the rates, the total is equal to 16·94 per cent. of the rent, and if we put the farmer's income as one-half of his rent, as the Income Tax Commissioners do, we find that his rates amount to 25 per cent. of his income, or rates and direct taxes to 34 per cent. To compare with this, the rates of urban rate-payers are estimated at 2 to 3 per cent. of their income, or, if Imperial charges are added to their local taxation, to less than 5 per cent. Such is the present state of affairs, and it is not surprising that the committee conclude their report by saying that any addition to the heavy weight of taxation under which the distressed industry of agriculture labours would be absolutely intolerable and flagrantly unjust.

Thirdly. My third recommendation is one which I acknowledge is of a very complex and difficult nature, and that is the currency. Without pretending for one moment to be an authority on

Chairman—continued.

the subject, I cannot help urging the Commission to consider whether the change in the value of money must not account for many of the evils we deplore. It is acknowledged by everyone, and history proves it, that abundance of the precious metals leads to a general rise in prices. The gold discoveries in Australia and California in 1847 rescued agriculture from a period of great depression, but since the United States, France, Italy, Austria, and Germany, and lastly, India, have adopted legislation against silver, and made gold their standard of exchange, prices have steadily gone down, bringing financial difficulties upon landlords and farmers and universal decline in trade. It has been stated on high authority that gold has been so raised in value, owing to its scarcity as a circulating medium, that 66 sovereigns to-day would buy as many commodities as 100 would buy 20 or 30 years ago. Now what the farmer does is to sell his wheat to buy gold. Twenty years ago he bought with a quarter of wheat two sovereigns and three quarters, he now buys with a quarter of wheat one sovereign and one quarter; or in other words, he has to bring to market double the quantity of wheat to buy the same quantity of gold. He has practically to pay wages, interest on borrowed capital, rates and taxes, and rent, in gold, and if gold is scarce (as it is now), and he has to give a much larger quantity of wheat for the gold he requires to purchase, he is seriously hit. Protection would not send up prices so long as gold is scarce, but statesmen will sooner or later realise that an alteration in the currency laws is inevitable before we can see any material alleviation of the depression under which we have so long suffered. It is plain, from the history of the past, that the appreciation of gold and fall in prices are synonymous terms. It is an error to say that a period of low prices is of advantage to the working classes, or that the farmer can possibly be benefited because he can buy some commodities cheaply, since the fall in prices is caused by scarcity of money, which affects the producer and consumer alike. The one will produce at a loss, the other will have less money to spend. What we should aim at is a stable standard of value at a fixed ratio. Whether 15½ of silver to 1 of gold, experts must decide. The British farmer never can compete with the Indian grower so long as Indian wheat per quarter is paid for by a sovereign and a half in gold, which in India is changed for 24 rupees, or 48*s.* The condition of the currency gives a bonus to the Indian trader, whilst the English producer is being ruined by the unfair competition. I trust the Commission will report on the necessity for an early and full inquiry on this very important question, connected so intimately with the prosperity of English agriculture. The expansion of the currency would mean increased trade, relief to landowners and farmers, and a stimulus to the employment of the labouring classes of the country consequent on the great industrial revival which would follow any international agreement for the re-monetization of silver.

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Colonel CORNWALLIS WEST.

[Continued.]

Mr. Brynmor Jones.

60,240. Am I to understand, Colonel West, from your evidence, that you are in favour of increasing the number of small freeholders?—Certainly.

60,241. I think I understood that you also are in favour of advances by the State to the trustees of encumbered estates?—Yes.

60,242. Why should the State advance money to the trustees of encumbered estates?—I do not quite understand the question.

60,243. Why, on what grounds should the State advance money to the trustees of encumbered estates. Is it in order to keep the big estates together, and to prevent large encumbered estates from being broken up by mortgages, sales, or otherwise?—Well, it would have that effect.

60,244. But the sale of encumbered estates would tend to increase small freeholders, would it not?—Up to a certain point that is so, but at the same time you will not ever get a very large estate cut up into such small parcels as would enable persons of moderate means to buy, I think.

60,245. How do you propose to increase the number of small freeholders. You have said you are in favour of that policy?—It would be possible to do it in certain portions of an estate—the outlying portions.

60,246. On what ground of public interest do you advocate the advancing of public money to trustees of encumbered estates?—I think, myself, it is a great misfortune when a man owns an estate and is unable to expend sufficient to put it into good order, which very often is the case.

60,247. Supposing the State does nothing, what would take place in such a case; would it not be this, that the estate would have to be broken up and sold in lots?—Not necessarily so; it would go on in the same condition for years.

60,248. At any rate, you have no reluctance in advocating a policy of State interference with the ownership of land—with a policy that prevents the play of economic causes?—No, I have no objection to it.

60,249. Now, you have challenged some of the assertions of Mr. Ellis. I have the speech here, to which, I think, you refer, and I should like to know how far you agree with it. He says, among other things, “After the election of 1859 some of the best tenant-farmers in my county were ruthlessly turned from their farms simply because they did not vote for the Conservative candidate?”—How long ago is that?

60,250. 1859?—I really cannot go so far back as that.

60,251. You are not prepared to contradict the evidence given before the Commission at other places in reference to the election of 1859?—No. I am not in a position to do it.

60,252. Mr. Ellis says: “After the election of 1868, in the counties of Carnarvon, Cardigan, and Carmarthen notices to quit came like ‘snowflakes.’”—That is a great many years ago.

60,253. 1868?—Yes, that is much too far to go back.

Mr. Brynmor Jones—continued.

60,254. You do not deny that statement of Mr. Ellis’s?—It may be true or not true.

60,255. I thought you challenged his statements?—I did challenge it, so far as I stated.

60,256. “These terrible evictions naturally sent a thrill of horror through the tenantry of Wales, and taught them to know very well what a notice to quit means.” Then he goes on to refer to the effect of a political representation, and then goes on to say: “You may say these things happened more than 20 years ago, but we know what has arisen in connexion with the tithe agitation. Into the merits or demerits of that question I am not going to enter; we have had that question before us, but we know that tenant farmers have been evicted from their farms simply and solely because they have refused to pay tithe voluntarily, and have allowed the agents of the Ecclesiastical Commissioners, and of the Clergy Defence Association, to sell their stock under distress.” Do you deny that statement?—Which statement? That farmers have been turned out of their farms because they would not pay the tithe?

60,257. Yes?—I do. I have never heard of a case.

60,258. Do you remember anything else that Mr. Ellis said that you do contradict?—He has made such a very large number of attacks on landlords that really I cannot recollect them all—wherever he goes he does.

60,259. This was a speech made in the House of Commons, and evidently a considered speech. I cannot find anything that is not fairly substantiated by the evidence brought before us, so far?—I am sorry to hear it.

60,260. In giving his evidence at Bala he says, after referring to the more ancient evictions: “We have now the ballot, but over a large area of Wales a large percentage of the farmers dare not appear publicly on platforms. I do not desire for a moment to say that the landlords would visit them with punishment, but the fear is very deeply imbedded in their hearts and their minds.” Do you agree with that?—I say it is a gross insult upon the farmers. I do not believe a word of it. I believe they are much more independent than he thinks.

60,261. We have had a large body of testimony as to the farmers being afraid to come before this Commission?—I do not believe a word of it. I am certain they are not in the least. There is not a tenant on my estate or on any other gentleman’s estate, who, if he had any actual grievance, would not come here and tell you of it.

60,262. I observe you state that Welsh farmers are not in the least subservient and cowardly?—I do not think they are.

60,263. Let me test that for a moment. We had a case before us on Saturday of a man of the name of Thomas Morgan, who appears to have been horsewhipped by three gentlemen in his own yard, and then his landlord sees him, and he never asks for an apology, he does not sue, and he does not take out a summons before

See
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59,259.

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[Continued.]

Mr. Brynmor Jones—continued.

the justices?—That is one individual case. I do not deny there may be cases like that. You cannot bring one case to prove a statement that all the Welsh farmers are afraid to appear before you.

60,264. You say that is a solitary case?—Yes.

60,265. Well, take another case, vouched for by Mr. Ellis himself. "I can give an instance which comes very nearly home to myself, where, because the straying dog of a tenant caught a rabbit, the tenant received notice to quit, and he was not allowed to re-enter his own farm until he had made a humiliating apology, had the dog shot in the presence of the landlord, and agreed to pay an additional 10*l.* a year in rent." Is that subservient conduct?—Well, it certainly sounds so; but that is an exceptional case too, I should think.

60,266. Then, what you say really is this, the cases that have come before us are exceptional cases?—I do, really.

60,267. You say in your experience you do not think the tenant farmer is so much afraid of appearing on a political platform, or appearing before us?—I think not.

60,268. I do not find so much contradiction between you and Mr. Ellis, after all?—I am glad of it.

60,269. Am I to understand from your evidence that no legislative changes are necessary in the interests of tenant-farmers?—The only legislative changes I suggested in my paper were that the Agricultural Holdings Act should be made rather simpler in procedure, and also, as I stated, I think it would be a very good plan if an arbitrator were appointed for each district or county by the Board of Agriculture. I think that would be an advantage.

60,270. You do not think that any measure giving greater fixity of tenure or providing for an impartial tribunal to decide questions of rent is necessary?—No, I do not. I cannot see that there is any necessity for it at all.

60,271. Did you in the year 1885 advocate any such changes?—I do not think I ought to go back to anything I said in 1885 during a political contest. I decline to say anything as to that, whatever I said then—I may have altered my views.

60,272. But may I take it that you advocated changes in the year 1885?—I may have done so.

Mr. Griffiths.

60,273. Did I rightly understand you to say that it is as difficult to sell land in Wales as it is in England?—I said there was the same difficulty to sell large estates in Wales as there was in England. That is what I meant to say.

60,274. Do you mean to say there are not so many bidders for estates in Wales as there are in England?—No, not for large properties.

60,275. It is not so with small properties?—No, they do sell well.

Mr. Griffiths—continued.

60,276. With regard to the Welsh language being spoken by the tenants, did you say that you believed the farmers often understand English?—Most of them about here do.

60,277. How can you account for it, then, that we are obliged to interpret for so many?—Because they prefer to talk Welsh; it is only natural. They almost all of them speak English.

60,278. We have had a great number that we have had to interpret for?—That is only natural, I think.

60,279. Then with regard to the repairs, did I understand you rightly to say that the repairs in England were done by the tenants?—No, the repairs in Wales and in England, too, generally speaking, are done by the landlord as a rule.

60,280. As to the table of prices which you handed in, did you take them from your own farm, or where did you take them from?—The table of prices, from the year 1852 up to 1857, I got from different farmers, and the table of 1894 I got from three other men of considerable experience.

60,281. We have not heard your tables read, but are they something similar to the tables we had from the gentleman who preceded you. Did you compare them at all?—No, I had not an opportunity, I shall be happy to supply you with them.

60,282. Do you consider that the income of the Welsh tenants can be taken at half the rent?—That is the usual calculation, but I cannot say whether it is a fair one or not.

60,283. Do you think it possible that one in 50 of the tenants in Wales can do it?—Well, it is the usual practice, I believe, by the Commissioners, whether it is fair or not is a question for them to decide.

Mr. Richard Jones.

60,284. Do you think that it is better for some tenants to suffer than that the State should interfere in any way between the landlord and the tenant?—I think if the State were to interfere there would be a great deal more suffering than there is now.

60,285. Do you think that the demand for reform of the land laws is nothing more than political?—To a great extent I do think so.

60,286. You think there is no foundation at all for the complaint that farms do not pay?—The complaint that farms do not pay is caused, as I have ventured to point out, by different reasons. I pointed out three: the extremely low and depreciated price of everything caused by cheapness of freights; secondly, by bad seasons; and, principally, as I ventured to point out, by the appreciation of gold, which I believe has been the cause of all the distress which is now prevalent in the country.

60,287. Do you admit that there is any foundation for the complaints made by farmers that there is distress?—No doubt there is distress; there is not the least doubt about it.

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[Continued.]

Mr. Richard Jones—continued.

60,288. So that, really, it is something more than political, in that case?—So far as that goes that is perfectly true, but I say that the question of distress and the question of applying for a land court are distinct. We do not deny that there is a great deal of agricultural distress, but we say that a land court would not do it the least service.

60,289. Do you think there would be any demand for a land court unless there was distress?—There might be.

60,290. Did you hear any demand for a land court during the period from 1872 to 1876—during the prosperous period?—That I cannot say; I cannot answer that question.

60,291. But is it not the fact that the cry for a land court is louder at certain times?—The cry for a land court in Wales in my opinion arose subsequent to the legislation in Ireland; it is simply a cry based upon that.

60,292. And you think that the distress had but little to do with it?—Very little.

60,293. Have you any tenants in arrear on your estate?—Yes; I have.

60,294. To a large extent?—Yes.

60,295. What inference do you draw from that?—That they cannot pay.

60,296. And why can they not pay?—Because they are hard up.

60,297. The rents are too high?—Not at all.

Mr. Grove.

60,298. I think, Colonel West, you advocate the advance of money by the State in the case of encumbered estates?—I do.

60,299. I conclude that the leading idea in your mind is to make the most of the land and to make it as productive as possible?—Just so.

60,300. Therefore would you say that that money should be spent on improving the land?—I do.

60,301. Distinctly in increasing the value of the land?—I do.

60,302. Then what rate of interest do you think it would be fair to get that money at, including redemption, if you like, or otherwise?—At the present time, if I want to improve an estate, as I said in my statement, I have to pay 7l. 10s. per cent. I say that the State could advance money to landowners at 3 or 3½ per cent., and that the sinking fund might be 2 per cent. We should then have to pay 5 per cent. interest instead of having to pay 7l. 5s. as we do now. 7l. 5s. is what we pay now.

60,303. 7l. 5s. would be for a very short redemption, would it not?—25 years.

60,304. Would you advocate that it should be borrowed at a much lower rate of interest and that redemption should be spread over a longer term of years?—I should say that was an excellent plan.

60,305. Then you think we might ask reasonably for money say at 3 or 3½ per cent.—something like that?—I do.

Mr. Grove—continued.

60,306. What proportion of the value of the estate do you think it would be reasonable to advance. Supposing an estate is worth say 50,000l. or 100,000l.—take whichever figure you like—what amount should you say ought to be advanced?—Half its worth, I should say.

60,307. Then suppose that small freeholders were to approach the Government in the same way and say: "We have bought our farms and we want an advance from the Government"; what proportion of the value of the purchased farm do you think it would be reasonable for them to ask for?—Half the value.

60,308. Not more than half its value?—I should say not.

60,309. Do you think that half the value would meet the present depressed state of things?—I think that is about all that they can expect the State to pay.

60,310. You would consider that they ought to be placed on the same terms as to interest and repayment as the landlord?—Yes, most certainly.

60,311. It has been put in evidence before us several times over that the Ballot Act is not understood. Is that your opinion—that the secrecy of the Ballot Act is not understood?—I should think that is not the case now; I should think they all understand it now. I know, I for one, have tried my best to explain it, and to declare that it is secret; and I should say that every voter now knew it.

60,312. Touching upon the question of light railways and the great expense that there is now in carrying a thing through with any view of getting an effective result, do you suppose that some part of that matter might be remitted to the County Council or local authority so as to prevent this concentration of matters, which is so expensive?—I should think something of that sort might be done; I should think it would be rather a good plan.

60,313. Do you think that the County Council might deal with it?—Yes, I should think that they would be an admirable body to go into the matter, as it is so purely local.

60,314. You would enlarge their powers to waterworks and other matters, probably?—Yes, I should not object to that.

60,315. That is beyond the matter of railways. In enumerating the burdens upon the land I think you mentioned the expense of maintaining lunatics?—I did.

60,316. That does not quite come upon the land. The County Council pay the expenses of lunatics at a certain rate to the unions; the County Councils make a payment, and therefore it is spread over the full county rate. You mean the proportion of lunatics that becomes chargeable upon the land?—Yes, it comes upon the land.

60,317. But, of course, we cannot say that the county rate comes all upon the land—only a proportion falls upon it?—Yes, not entirely, but the proportion is larger.

60,318. I suppose you think that workingmen never have had things so cheap as they

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Mr. Grove—continued.

have them to-day—food, clothing, and all those kind of things?—That is true.

60,319. This very morning, I think, three witnesses have said that to their certain knowledge tenant-farmers are afraid to come forward to give evidence. Perhaps you have heard that said in this court yourself. Do you consider that that is an unfounded statement?—It really does seem to be such an aspersion upon the Welsh farmer that I cannot believe it. I must honestly say so, from what I know of them. They are not cowardly men; they are men of independent means, and all I can say is, that if they are afraid to come before you, it is a remarkable state of things.

60,320. Yes, but should I suggest to you that probably, from your position as a landlord, you would not be able to gauge the feeling of the ordinary tenant farmer closely enough to say that; would you?—It is a matter of opinion, I suppose.

60,321. Exactly so. I suppose you consider that there is very grave agricultural depression now?—I do

Professor Rhys.

60,322. You mentioned the sewage-farm just now; the rates and taxes have been very high upon that farm?—I am afraid they are.

60,323. Would that be an exception?—That is so, I believe. I cannot explain to you why, but it is so. They are actually rated from 16s. 8d. to 17s. per acre—the rates, taxes, and the tithe.

60,324. With regard to the light railway from Ruthin to Cerrig-y-Druidion, has that been entirely given up?—Yes, years ago.

60,325. It cost you over 800*l.* to bring the matter before Parliament?—Yes, 970*l.*, or something like that.

60,326. That seems to be a large sum to be expended in that way. I suppose you would suggest that there should be some cheaper way of getting those things done?—Undoubtedly, if it could be so arranged.

60,327. Have you thought it out at all?—I would consider that the suggestion which has just been made by your colleague is one that deserves attention—that the County Council should have power to make local inquiries into the necessities of localities, and that there should not be such an enormous cost in going to Parliament. The whole of the fees that are now paid are too high.

60,328. We have heard about a light railway being proposed in another part of the country, it was talked about, but it came to nothing, because some of the landowners seemed to ask absurdly high prices for their land?—I think that is entirely wrong. I think they should either give the land free, or they should take it out in shares.

60,329. Such would not be the case here?—No, I do not think so.

60,330. Would it follow the highway most of the way?—No, it would not.

Professor Rhys—continued.

60,331. You mentioned increased postal facilities for the farmers, I think. I do not know that I quite followed that?—What I suggested was that postal facilities for sending away vegetables might be arranged, so that vegetables might be sent to the big towns by post in considerable parcels.

60,332. Do you know anything about the German plan of managing with regard to that?—No, I do not know about that.

60,333. I understand they manage those things much better than we do. You spoke of encumbered estates. Did I understand you rightly to say that the effect of an estate being encumbered is probably unfavourable to the best being got out of the land?—It is so, and it must be so.

60,334. We have had different opinions. I think one man firmly maintained that it had nothing to do with the cultivation of the land. You do not think so?—I do not say it has anything to do with the cultivation of the land. All I say is that any owner of a mortgaged estate cannot possibly have the same amount of cash to spend upon it as a man who has not got a mortgaged property. That is the only view I have of it. I say that on a great many mortgaged estates the owners are so badly off that they cannot spend upon the estate half that they would desire to.

60,335. Indirectly it must have that effect upon the land?—It must have that effect.

60,336. So long as the landlord is prepared to spend anything at all?—Yes, just so.

Professor Rhys.

60,337. I only wanted to be clear as to what you meant. We have had two views on the subject, I think.

Sir John Llewelyn.

60,338. I think there are two Llanarmons, one about 5 miles from here, and one about 15 miles from here?—That is so.

60,339. Which Llanarmon are you speaking of?—Llanarmon Dyffryn Ceiriog is the one I was alluding to. That is not near here.

60,340. That is down in the south part of the county. Was it with regard to that property that you gave us the amount of rent; I think I worked out that the rent of the buildings would come to 75 per cent. of the whole rent?—That is actually so.

60,341. And that would leave 25 per cent. of the rent applicable to the land?—That is so.

60,342. I think that applies, if I follow you correctly, to the southern corner of the county?—I stated that 12 farms of 4,623 acres produce a rent of 87*l.* 10*s.* 0*d.* The interest of that was 656*l.*, so that practically the balance would be 218*l.* 10*s.* 0*d.*

60,343. You went on a little later to say you did not recognise tenant-right?—None at all.

60,344. With regard to what you do on your estate, do you pay for the haulage or not?—Sometimes I do, and at other times it is given.

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Sir John Llewelyn—continued.

60,345. May I ask you, supposing there was a disturbance a short time after a repair had been made, and the tenant paid for the haulage, would you recognise that as a tenant-right—that he should be compensated for the haulage?—Well, I think he should be paid, I must confess. I think that unless it is willingly done, no landowner ought to expect the man actually to do it.

60,346. Then you would recognise a tenant-right?—I certainly would, and I should certainly pay for it. If, as is very often the case, a tenant says to me: "I shall be very glad indeed to send my cart horses; but I am busy now and I cannot do it for the next 10 days, and I will do it then." That is a question between him and me; but otherwise I should certainly pay it.

60,347. What is your opinion of the Agricultural Holdings Act; has it been of use or not?—I do not believe we have ever had a case of it here. I have never had one on my estate.

60,348. Do you think that the tenant-farmers are afraid of the expense attaching to it?—I think a great many of them do not realise that it exists, somehow or another. It is a very curious fact; but they do not seem to me to realise that there is such an Act.

60,349. Do you consider it is a sufficient protection to the tenant-farmer?—As I said just now, I think it should be made very much more expeditious; there is a great deal of trouble about it; I think it could be very much improved.

60,350. You spoke of an official valuer in case of dispute. By whom would you have such an official appointed?—By the Minister of Agriculture—the Agricultural Department.

60,351. I did not quite follow you, as to whether you thought his decision ought to be final or not?—I should say so, certainly.

60,352. You think so?—Yes.

60,353. Are there many freeholders in the county?—There are 5,000.

60,354. Those figures I shall find in the statistics which you have handed in?—Yes.

Chairman.

60,355. I have a few questions to trouble you with, two being from Mr. Owen Wynne: "Do you not think it has been the business of some people to hunt up and bring these exceptional cases, which Mr. Brynmor Jones has just quoted, before the Commission?"—I think it is very likely. I cannot say for a certainty; but I should think it is likely.

60,356. "Do you think that any of the witnesses who have given evidence before this Commission have been influenced by political or sectarian hostility towards the landowners?"—I really cannot give an opinion as to that. I would rather not give a general opinion.

60,357. The following questions are put by Mr. Llewellyn Jones: "Do you know whether any squatters' cottages in this district have been taken possession of by your predecessors?"—I have not the least idea. I have never heard of such a thing.

Chairman—continued.

60,358. "Have you ever heard any complaints from Aberwheeler and Graig Adwy Wynt, on this account?"—Never.

60,359. "Was there a common called Gellifor Common, in the Vale of Clwyd?"—I do not understand the question. I cannot tell you, I have not the least idea.

60,360. "Did your predecessors claim this common as lord of the manor or as owner of the fee?"—I cannot answer these questions at all. I have no idea.

60,361. "Was the common sold by your predecessors to various purchasers?" Can you answer that?—No, I cannot.

60,362. "Were squatters on this common compelled to buy their holdings, or lose their homes?"—How long ago was all this, may I ask?

60,363. "Have the tenants on your estate contributed by haulage and labour to the value of the buildings on your estate?"—Some of them, possibly, but I do not think all have.

60,364. "Do you include the value of this haulage in the sums you have given in your evidence as to the value of buildings on your farms?"—I am not sure that it has been done: it may, or may not have been. I do not think we have had any haulage there.

60,365. "In the year 1885 or 1886, did you not address a public meeting in the town of Denbigh in favour of a Land Bill for Wales?"—I decline to answer; it was a contested election.

60,366. "Was not Mr. Bryn Roberts, M.P., present, and was not his Land Bill for Wales practically framed in consequence of various suggestions made at this meeting?"—I do not know whether it was so or was not. There was a meeting there, but I do not know whether Mr. Roberts' Bill was brought before it, or not.

60,367. "Your estate agreement of tenancy contains a clause of the following character:—

'And further that the tenant will, during his tenancy keep all buildings, gates, stiles, bridges . . . and fences of the farm and plantations in as good repair and condition as when he entered'?"—

?—That is not acted upon.

60,368. That has never been acted upon, you say?—It has never been acted upon. I do not know why it is there; I shall have it struck out; it is an absurd thing to keep it in. It has been there for years and years, from carelessness, or some cause or another, and there it remains.

60,369. I will finish reading the quotation from the agreement—"or as the same may be put into by the landlord during his tenancy, and so leave them on quitting . . . being allowed by the landlord necessary timber in scantling and other materials (the same to be carried at his own expense)." That is never acted upon?—Never.

60,370. The next question is: "Is not this clause rather harsh in view of the fact that

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Colonel CORNWALLIS WEST.

[Continued.]

Chairman—continued.

"the tenancy may be determined by one year's notice?"—Yes, certainly.

60,371. "Does your agreement contain a clause providing that the tenant shall, upon the determination of his tenancy, leave all straw and chaff on his farm for the landlord or incoming tenant without allowance?"—I believe that is so.

60,372. "Could you say whether any tenants on your Llanarmon estate have built new buildings and repaired old buildings at their own expense?"—I do not think so.

60,373. "Did Mr. Jenkins of Plas y Ward, make a re-valuation of your Llanarmon estate some years ago?"—Yes.

60,374. "Could you say by what per centage the rents were raised?"—I am afraid I cannot answer that now. It can be given if necessary.

60,375. "After this valuation, was the estate for some years advertised for sale?"—Yes.

See 55,321.

60,376. "Mr. Richard Edwards, a tenant of yours, on the Llanarmon estate, in his evidence at Llangollen, said as follows: 'Colonel West, appointed Mr. Williams to value the remainder of the farms. Mr. Williams was acquainted with the circumstances, &c., of the district, as he had himself been farming in the neighbourhood, but I cannot say whether his valuation was allowed to stand, as I was refused to see it, although the book containing it lay on the

Chairman—continued.

'table before me.' The question is: 'Is there any truth in the suggestion of Mr. Edwards that Mr. Williams's valuation was not observed, and that the rents were not reduced in accordance with his recommendation?'—No, they were all reduced—every one of them—generally.

60,377. The following questions are handed in by Mr. Vincent: "Mr. Ellis said farmers dare not appear on [political platforms.] Do you agree?"—No, I do not.

60,378. "Whether they are afraid to come here," that means, I suppose, before the Commission, "or not; is there anything for them to fear?"—Nothing at all, that I know of.

60,379. "With regard to the case of turning down pheasants mentioned at Llangollen, have some inquiries been made?"—I do not know whether you will read this letter, or whether it can be put in. (*Producing letter.*)

60,381. Mr. Vincent goes on to ask: "Is that matter to be dealt with by you or Mr. Probert?"—By Mr. Probert, I think, if you do not mind.

See 60,774-6.

60,382. Very well. Mr. Vincent's questions continued: "As to the alleged distraints mentioned on Saturday, your solicitors have been communicated with, have they not?"—Yes.

60,383. "Is not Mr. Jenkins of Plas y Ward, one of the most trusted valuers in the district?"—He is.

The witness withdrew.

Adjourned for a short time.

Mr. JOHN MORRIS called and examined through an Interpreter.

Chairman.

60,384. Is this your evidence?—Yes.

60,385. It has been read over to you and translated?—Yes.

60,386. And you certify that it is correct?—Yes, I say so.

[The following statement of the witness was read.]

Evidence of Mr. John Morris, Garthgynan, Llanfair Dyffryn Clwyd, Ruthin:—

I am a tenant-farmer, and rent a farm of 293 acres, together with unlimited right of a sheep-walk of 247 acres, from Sir Watkin; and as my farm is part of a large estate, I am of opinion that matters relating to landlord and tenant are managed so well on Sir Watkin's estate, that I consider that things are managed better on large estates than on small ones, and in my opinion they need not be improved on this estate. Politics, religion, and language make no difference between me and my landlord, nor anywhere on the estate, as facts prove. I have an agreement which I consider most fair. Sir Watkin always gives copies of the agreements and a full explanation where it is wanted. Under Sir Watkin, an agreement is

Chairman—continued.

considered as good as a lease, and at present, I think, an agreement is better for the farmer. My landlord has spent a very large sum of money on my farm in draining and repairing, and also in bringing water into the house and yard, and placing drinking troughs in several places about the farm. I am able to say that everything I have asked for has been readily granted by my landlord. I am against a land court being established in Wales. Under Sir Watkin I feel perfectly safe and satisfied without a land court in any shape or form, and should a land court ever be established while I am a tenant farmer, I would give up my farm rather than have to do with anybody or anything connected with a land court. I want all good landlords to have the same fair play as all good tenants.

60,387. Have you lived long in this neighbourhood?—Yes, I have, six years.

60,388. Where did you live before that time?—Llanfechain, Montgomeryshire.

60,389. Whom did you live under before you came to Sir Watkin?—Mr. Evans. He was a farmer.

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Mr. J. MORRIS.

[Continued.]

Chairman—continued.

60,390. Had you any difficulty with the tenure of your farm under Mr. Evans?—No, none at all.

60,391. How long did you rent under him?—25 years.

60,392. Your experience has always been of very cordial relations with your landlords?—It has always been so.

60,393. You felt perfectly satisfied under them, and you did not wish for any other authority?—Yes.

Mr. Griffiths.

60,394. Are you of the same religion and politics as your landlord?—I know nothing about that.

60,395. What is your reason for being so much against a land court?—Because I would not care to have anything between me and my landlord.

60,396. Have you considered the conditions under which the land court would be likely to be carried on?—No. I would rather like to know. I do not know the terms on which it could be carried on.

60,397. It may be you would like them if you did know?—I do not think I would like anything to place me under two masters.

60,398. But would this land court place you under two masters?—I doubt very much whether it would?—No, I would like to be as I am; that is my choice.

60,399. But why do you dislike a thing when you do not know what it is?—I would prefer what I know. Perhaps I would not like what I do not know.

Mr. Brynmor Jones.

60,400. Have you heard farmers talk about a land court?—No, I have not heard anything.

60,401. You have never heard any farmer talk about a land court?—No, I have not heard anyone speak about a land court.

60,402. How came you to put anything about a land court in your evidence when you say you do not know anything about a land court?—I had heard, when I had to prepare this evidence, about a land court.

60,403. From whom did you hear, when you had to prepare your evidence, about a land court?—I cannot give you any account as to from whom I heard.

60,404. Then, when you prepared your evidence, you had heard of a land court, had you?—Oh, yes.

Mr. Brynmor Jones—continued.

60,405. Then why did you tell me that you had never heard anyone talk about a land court?—I did not hear any farmer or anybody else say anything about it.

60,406. That is what you told me first. Now you tell me that before you had prepared your evidence somebody had mentioned a land court to you. You say in your evidence: "I would give up my farm rather than have to do with anybody or anything connected with a land court?"—Yes, I still do so.

60,407. What is a land court?—I should like to know what it is.

60,408. When did you first hear anybody mentioning a land court?—You are asking a question that I cannot answer.

60,409. Was it five years ago, or two years ago, or was it when you prepared your evidence?—Just now, a little before I prepared my evidence.

60,410. A little before! Was it not when you prepared your evidence?—Yes.

60,411. Then the first time that you heard anything about a land court was when you sat down to prepare your evidence?—Yes.

60,412. Would you think it hard to get a notice to quit?—There would be nothing but to take it.

60,413. But supposing your landlord said your rent was to be raised 20*l.*, would you like to have some impartial valuer to go to, as between yourself and your landlord, who might say whether it was wrong to raise your rent 20*l.*?—I would know better than anyone else would know.

60,414. Supposing you said the rent ought not to be raised?—I would only have to leave.

60,415. You would rather do that than have anybody else to go to?—Yes.

60,416. You do not care much for your farm?—I would not be agreeable to have my rent raised. I would rather go away.

60,417. Suppose you do care for your farm, and that you prefer to stay there if you can, and that your landlord insists on raising the rent by 20*l.*, would not you like to have somebody to go to and say whether the 20*l.* extra was a fair rent or not?—I should like to live there. That is all. I have nothing more to add.

60,418. You do not want any third party to appeal to?—Not if I could help it.

60,419. I will just ask you this. Do you think the Welsh tenant-farmers are brave fellows or not?—I do not know.

The witness withdrew.

Mr. SAMUEL MOSS called and examined.

Chairman.

60,420. You are chairman of the Denbighshire County Council, and you are a justice of the peace?—That is so.

60,421. You are a barrister-at-law, and a master of arts, of what university?—Of Oxford.

Chairman—continued.

60,421*a.* Do you wish to make any statement to the Commission?—I do. I wish to state at the outset, that I had no intention of giving evidence before the Commission until my attention had been drawn to the evidence of

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Mr. S. Moss.

[Continued.]

Chairman—continued.

Mr. William Parker, of Chirk, agent to the Chirk Castle estate, the property of Mr. Myddelton Biddulph.

Chairman.

Is Mr. Parker in Court?

Mr. Parker. I am here, my Lord.

60,422. Please continue?—This gentleman gave evidence at Llangollen, on Tuesday, the 28th ult., and in the "Oswestry Advertiser," of 29th ult., is reported (*inter alia*) to have made the following statements:—"Neither politics nor religion influenced the choice of tenants, who were never questioned on religious or political subjects," and again: "No cases of hardship had arisen, to his knowledge, in consequence of changes in tenants." The point to which I particularly wish to draw attention is the statement that there have been no cases of hardship in consequence of changes in tenants. As this statement hardly seems consistent with the following facts which upon investigation I have been assured are quite correct, I deem it my duty to give them in evidence for the information of the Commission. The late Mr. John Thomas, of Chirk, who died last summer, was tenant of a shop at Chirk, belonging to Mr. Biddulph. He had been there 14 years. He carried on the business of cornfactor, grocer, and general merchant. The shop was closed when he took possession. There was no business connexion at all. His predecessor had failed to make one, and had become bankrupt. Mr. Thomas had a most extensive business, built up entirely by himself and his wife. His business connexion extended all round the neighbourhood of Chirk, and right into the very heart of the Ceiriog Valley. Mr. Thomas had a niece, who, at the date of his death, had been with him for a period of over 10 years. The name of the niece is Mrs. Jerman. She knew all the customers and was familiar with the district, and thoroughly understood the business. It had been the intention of Mr. Thomas, just before his death, to make arrangements to transfer the business to Mr. and Mrs. Jerman. Mr. Thomas took a very active interest in political and religious work. He was an advanced Radical and Nonconformist, and a prominent member of our County Council. Mr. and Mrs. Jerman are also Nonconformists and Radicals. Mr. Thomas was a yearly tenant, and on his death the widow and the executors were anxious to sell the goodwill and sub-let the business premises to Mr. and Mrs. Jerman. Permission was applied for to do this, but both the agent and Mr. Biddulph refused to allow this to be done. I have had a personal interview with the widow, and she informs me that after this Mr. and Mrs. Jerman themselves tried to become tenants directly under Mr. Biddulph, and after having failed with the agent, they, with the agent's permission, wrote directly to Mr. Biddulph, asking to be allowed to become his tenant, but were refused. No reason whatever was given for this refusal.

Chairman—continued.

The agent told Mrs. Thomas that the only way she could rid herself of the business would be by giving the landlord notice of her intention to quit. She replied: "That means an enforced sale." He answered: "Yes." Under the circumstances she was compelled to make arrangements to leave, as before his death her husband had expressed a wish that she should not carry on the business after his death. She asked the agent who the incoming tenant was, but only got to know a few days before the sale, so that she had no opportunity of making any arrangements with him as to his taking over the stock-in-trade. Mr. Thomas kept an enormous stock of corn and provisions of every description, grocery, drapery, &c. All these had to be sold by public auction. She got nothing for the goodwill of a business built up entirely by herself and her husband during 14 years, and what was left of the stock-in-trade was sold under the hammer at a tremendous sacrifice. The new tenant is a Churchman. I leave the Commission to draw their own inference from these facts. I may also add that I have personally known several cases in my own district (Rossett) where farmers and labourers have been unduly interfered with by agents, during election times, and where farm labourers have been led to believe that the ballot is not really secret.

60,423. You do not put in any cases of farmers and labourers having been unduly interfered with. Are there any that you can state?—I can state them, but I have promised not to mention the names of the farmers who have been influenced. I will give the names to the Commission, on the condition that they are not made public.

Mr. Brynmor Jones.

60,424. You mean on condition of their not being publicly mentioned?—Quite so.

Sir John Llewelyn.

60,425. Is Mrs. Jerman alive?—She is.

60,426. Is she prepared to come forward herself?—I have not seen Mrs. Jerman herself. The time has been so short, between when I first saw this evidence and now; that I have not had time to see Mrs. Jerman herself personally.

60,427. Then to what extent is that hearsay, and who gave you this information?—The widow of Mr. John Thomas is my informant.

60,428. Is she alive?—She is alive.

60,429. Is she here?—I do not think she is. She is not in very strong health, and I question very much whether she would agree to undergo the trouble of being here.

60,430. How long ago did this take place?—Quite recently—comparatively recently.

60,431. You mean within a year?—A few months ago I am informed.

60,432. Who is the new tenant?—Mr. Snowdon, I think, the name is.

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Mr. S. Moss.

[Continued]

Sir John Llewelyn—continued.

60,433. Do you know from him anything about it. I think you mentioned that he is a Churchman?—He is a Churchman.

60,434. You say nothing about his politics?—No, I have not seen him personally.

Mr. Grove.

60,435. Was this holding of Mr. Thomas's during his lifetime a yearly tenancy?—It was.

60,436. Have you seen Mrs. Thomas lately, and had a confirmation of the details—I mean just quite recently?—After this evidence of Mr. Parker was given I saw her.

60,437. Do we gather from you that it is supposed that efforts are made to make it appear that the Ballot Act is not secret?—That is within my own knowledge; I have known many cases in my own district of Rossett where working-men have come to me asking me if it is true that it can be found out in which way they have voted—farm labourers.

60,438. And do you really think then that in the minds of a great many voters there is a serious question as to the secrecy of the Ballot Act at the present moment?—I think there is in the case of farm labourers. I think that opinion is very much more extensive than the general public have any idea of, especially in agricultural districts.

60,439. Would it apply to the smaller tenant-farmers too, do you think?—Not so much as to the farm labourers.

60,440. Would you permit me to ask you one or two other questions, as chairman of the County Council. Are there any allotments in the county?—I do not know of any.

60,441. Have you the Small Holdings Act at all in operation?—No.

60,442. Under the Fertilisers and Feeding Stuffs Act, I suppose you have appointed your analyst?—There has been one appointed, but not very long ago.

60,443. Has there been any advantage taken of it?—I do not think so. I have not heard of any. I do not think the appointment of the analyst has been made a sufficient time for it to have been taken advantage of much.

60,444. Have you thought of giving in the county journals, or something of that kind, details showing the operation of the Act?—I am not quite sure whether that has been done or not.

60,445. We are doing so in our county of Monmouthshire with very good effect. We had some 20 samples almost the first quarter, and we are looking forward to very great benefit upon that continued check upon the quality of manures and feeding stuffs?—The neighbouring county of Cheshire have done what you are asking about, but I do not know whether we have done that or not.

60,446. As to railway rates, do you know, generally speaking, whether the ratepayers of

Mr. Grove—continued.

your county consider them oppressive in any way?—The farmers do. They consider them very oppressive, especially in the matter of the milk traffic.

60,447. Supposing a farmer having a rate as he considers too high, sent a letter to the clerk of your council, would the clerk of your council look into the question and see whether the rate was according to the maximum powers?—The letter would be laid, I take it, before the council.

60,448. You have given no instructions to the clerk of the council so far?—To my knowledge, we have not.

60,449. Do you consider that there is real depression in agriculture at the present time?—I do.

60,450. And you confirm what has been said as to the decrease of population in the rural districts of this part?—As to this part of Denbighshire I am not in a position to speak. In my own part the population has not increased. It is pretty much the same.

Mr. Richard Jones.

60,451. Has the appointment of the analyst been sanctioned by the Board of Agriculture?—I think so.

60,452. Do you recollect the terms upon which you have engaged the analyst?—I do not remember them.

60,453. You do not remember what proportion the tenant farmer would have to pay for the analysis?—I do not—about a third I am told.

Mr. Brynmor Jones.

60,454. You have referred to the doubt which possesses the minds of the labourers as to the secrecy of the ballot?—Yes.

60,455. Do you think that this doubt in fact influences their vote?—Yes, I have known it to influence votes in my own district. Where agricultural labourers have a fairly large family, the larger portion of the family being young, and where the farm labourer is employed by some landowner in the district, where it has been represented to him that his vote can be found out, I have known him vote in a way which he would not have done, had he been convinced of the secrecy of the ballot.

60,456. Have any cases of persecution, small or great—petty persecution particularly, say—come under your notice?—Yes, many cases, one especially where a man who was in my father's employment during an election, was punished in what may apparently seem a trivial way, but what was to him a very serious matter. This man had a cow.

60,457. Will you give his name?—His name was Peter Pearce. I am not anxious to give the names of these people in my own village. It might create some bitterness, but I will if the Commission requires it. The man's name was

See 67,249
-67,267,
and 71,308
-71,329.

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Mr. S. Moss.

[Continued.]

Mr. Brynmor Jones—continued.

Peter Pearce. He had been in the habit of sending a cow into a ley for a period of 17 years, after the first County Council election the man was told that there was no room for his cow in the ley.

Chairman.

60,458. Where did he send this cow?—To a summer's ley—a grass ley.

60,459. To whom did that belong?—It belonged to Mr. Griffith Boscawen, the chairman of quarter sessions.

Mr. Brynmor Jones.

60,460. Then you were saying after the first county council election he was stopped?—That is so, in the spring, after the first county council election. I will read the statement made by the man if you will allow me. "It had always been the custom when taking the cow out of the ley in the autumn, for Mrs. Pearce to ask the gardener (John Finchett) if there would be a ley for them the following year, and the answer had always been 'Yes,' and the gardener came every year, in the month of March, to inquire if one or two was to be sent, because some times a young heifer was sent to the ley along with the cows. The answer "Yes" was given as usual in the autumn previous to the first county council election. But at the election time Mrs. Boscawen, in company with"—another lady's name is mentioned, but I will not give it—"met Peter Pearce and said, 'Remember the cow, Peter; you have always had the ley.' To which Peter replied, 'Yes, and I have always paid for it.' Then Miss So-and-So said, 'Remember on which side your bread is buttered.' Peter replied, 'Our Poll (meaning his wife) always minds to butter the right side.' Then Miss So-and-So charged Peter with being a paid canvasser and Mrs. Boscawen said, 'Moss will not pay the fine for you being a paid canvasser.' Pearce replied he was not a paid canvasser, therefore did not fear the fine. After this, March passed, but the gardener did not call as usual (no change in gardener, Finchett still there). So, early in April, Mrs. Pearce went to Trevalyn Hall and there saw Captain Griffith Boscawen. She asked him if they were to have ley as usual. He answered: 'I am afraid you have come too late. I thought you did not require it, and I have promised it to another party.' He was a Tory, of course. The other parties that had been in the habit of sending their cows to the ley (being Tories) were allowed to send them as usual, but Peter Pearce was shut out. The above is a correct statement of what took place." That is a statement made by the man himself.

Chairman.

Is there any representative of Mr. Boscawen in the room? (*No answer.*)

Mr. Brynmor Jones.

60,461. As I understand, the Mr. Thomas of Chirk, that you refer to, was what may be called an active politician on the Liberal side?—A very active politician.

60,462. To what extent does the Chirk estate extend in the parish of Chirk. Does it extend over the whole parish, or nearly the whole parish?—The agent is here, but I believe it is practically the whole parish.

Sir John Llewelyn.

60,463. May I just clear up one point that I did not quite understand. Mr. John Thomas was never disturbed during his own lifetime. I think it was after his death that this took place?—It was after his death. He was not disturbed during his lifetime, but was remonstrated with by Mr. Biddulph.

60,464. I understood he was there 14 years?—He was there 14 years.

60,465. It was not during his life?—It was not.

Mr. Brynmor Jones.

60,466. You said he was remonstrated with?—That is so.

60,467. By whom—what kind of remonstrance do you refer to?—The statement made was by Mr. Thomas himself to the effect that Mr. Biddulph had given him hints that he ought not to be quite so active in politics as he was.

60,468. The deceased Mr. Thomas himself said that?—Mr. Thomas himself said that many times to me.

60,469. To you, yourself?—To me, personally.

60,470. What kind of hints did you gather?—Well, it was not made very clear to me what was intended; but he expressed himself in this way, that Mr. Biddulph was somewhat annoyed with him for being so actively engaged with politics, and more especially in the county council contests, and had given him a hint that it might be better if he let them alone.

Mr. Brynmor Jones.

60,471. That is the statement that the deceased man made to you?—That is the statement made to me.

Chairman.

60,472. I have some questions put in by Mr. Owen Wynne: "Was the late Mr. Thomas an agricultural tenant, or was he merely a shop-keeper, holding a shop in the village of Chirk?"—He held a shop in the village of Chirk. I do not think he held land as an agricultural tenant under Mr. Biddulph.

60,473. "Then am I to infer from your reply to my last question that you would be in

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Mr. S. Moss.

[Continued.]

Chairman—continued.

"favour of a court to adjudicate between shopkeepers and their landlords, as well as between farmers and their landlords?"—I think that I would be in favour of a land court, or whatever court it might be termed, to decide between landlord and tenant, even in the case of shopkeepers.

60,474. As well as in agricultural matters?—
Yes.

60,475. Then there are some questions by Mr. Vincent: "Do you say that any part of your evidence—any single sentence from beginning to end—is not hearsay?"—Hearsay in this way, that I am not the actual party who has suffered.

Mr. Brynmor Jones.

But the witness spoke of a conversation between the deceased, Thomas, and himself. That is not hearsay evidence except in the sense that Thomas's statement was not given on oath, and it is relevant to our inquiry.

The Witness.

The widow of the deceased person was my informant. It is hearsay only in that way.

Chairman.

60,476. Kindly give your answer to this question: "Do you say that any part of your evidence—any single sentence from beginning to end—is not hearsay?"—The widow of the deceased party is my informant; and what I have stated relating to the cases of interference during election times is not hearsay evidence.

60,477. These are questions by Mr. Llewellyn Jones: "Are there a sufficient number of cottages on the estates in your neighbourhood?"—No, they are exceedingly short of cottages. There are a large number of labourers living in the parish in small cottages which belong to small holders who work on the large estates in the district. I mean the cottages are not on the estates themselves, but are the property of small freeholders in the village in many cases.

60,478. And in these cottages the men live who work on the land?—Who work on the large estates; that is so.

60,479. "Is labour scarce?"—At times labour is very scarce. When trade is fairly good, labour is very scarce, because the labourers drift into the towns.

60,480. "What, in your opinion, makes labour scarce?"—Chiefly the reason I have mentioned—that there is a lack of cottage accommodation. There is a lack of anything to interest a labourer to make him stay in the villages; and when trade is good the labourers get higher wages in the towns and they leave the villages. They have nothing to keep them there in the shape of either large gardens or plots of land, and they drift towards the large towns where they get better wages and shorter hours.

The witness withdrew.

Mr. Brynmor Jones.

60,481. Your evidence is attacked by Mr. Vincent on the ground that it consists of hearsay evidence. Of course, it is true that some portion of your evidence did consist of what would in a court of law be called hearsay; but you are here, I understand, as chairman of the County Council of this county, and I should like to ask you, therefore, this question: have you, before making the statements you have done to-day, taken every reasonable care to verify the statements of others that you have relied upon?—I have; and I have gone directly to the widow herself to ask if the reports which had reached me were corroborated by herself.

Mr. Griffiths.

60,482. Do you think there is any truth in what we have heard this morning, that there are many farmers who are afraid to come forward and give evidence before this Commission?—I do.

60,483. You believe they are afraid to come forward?—I have asked farmers myself, and they have told me that they would rather not.

60,484. What is it they are afraid of?—They are afraid of—afterwards, on some pretext or other—being disturbed in their holdings for giving evidence at the various sittings of the Commission.

60,485. Their coming here would not be agreeable to their landlords?—That is so; that is their reason.

Mr. Brynmor Jones.

60,486. You are not thinking of the people who think the Ballot Act is not secret and so forth?—Oh, no; I am speaking of farmers who hold even, say 400 or 500 acres of land, men of good position who have a large amount of capital at stake, and would not like to be disturbed in any way.

60,487. It really comes to this, that the mere fact that they are tenants from year to year makes it imprudent in their judgment to come forward?—That is their opinion. They say so to me.

Professor Rhys.

60,488. If those farmers came forward who think it more prudent not to, would they have any grievances to complain of do you think?—I think so; in fact I am sure they would—the men I mean. I am quite willing to give the names of the men to the Commission themselves, on condition that they are not made public.

Mr. Griffiths.

60,489. Are you a native of the county?—The other end of the county.

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Mr. M. BIDDULPH.

Mr. MYDDELTON BIDDULPH called and examined.

Chairman.

60,490. You wish to rebut the evidence of the last witness?—No; I wish to say a word.

60,491. But the evidence must be confined to rebutting evidence?—Yes, so far as this. My agent gave evidence before the Welsh Land Commission, last week. An attack has been made upon his evidence in the case of a man who held no *land*. This is not an agricultural case. He held no *land*; therefore, I decline to answer or to say anything whatever on the subject.

60,492. What will be the exact statement that you wish to go down on the minutes?—That your Commission is an inquiry into the state of Welsh agriculture and land tenure, and this case is not within the scope of your inquiry,

The witness withdrew.

Chairman.

I will read the terms of the reference to this Commission. The Royal Commission on Land in Wales and Monmouthshire was appointed by

Chairman—continued.

as this person who is referred to, held no land; he held a house and shop only.

Mr. Brynmor Jones.

60,493. Was the shop built on land?—I fancy, sir, that all shops do have some foundation on land.

60,494. This Commission is authorised to inquire into "the conditions and circumstances under which land in Wales and Monmouthshire is held, occupied, and cultivated"?—This man held no land for agricultural purposes.

60,495. He held a shop, and the shop was on land?—There was no land to cultivate? You cannot cultivate bricks and mortar that I know of.

Chairman—continued.

the Queen—"To inquire into the conditions and circumstances under which land in Wales and Monmouthshire is held, occupied, and cultivated."

Mr. JOHN WILLIAMS called and examined through an Interpreter.

Chairman.

60,496. Is this your statement?—Yes.

60,497. Have you had it read over to you and translated?—Yes.

60,498. And it is correct?—Yes.

60,499. You have no objection to its being read?—I have none.

[The statement of the witness was then read as follows]:—

I John Williams, of Caerddinen, tenant farmer, am deputed by the tenants of Llwyn Ynn estate to give the following evidence on their behalf.

We, as the tenants of Canon Haygarth, on the Llwyn Ynn Estate, wish to say that during the last 10 years we have received an abatement of from 5 to 15 per cent. in our rents annually. The following is a list of the abatements.

At Michaelmas, 1886, there was an abatement of 10 per cent. Lady Day, 1887, to Michaelmas, 1888, 15 per cent. 1889, 10 per cent. 1890, 5 per cent. 1892 and 1893, 10 per cent. and 1894, Lady Day 10 per cent. Seeing that we have long credit on this estate, the Lady Day rents as yet (August, 17th 1894) remain unpaid, but intimation has been received from our agent, Colonel Hughes, that the annual return of 10 per cent. will be made at the audit in September next.

We have the buildings and gates on our farms kept in perfect repair by the landlord, and in the course of the past 12 months, three large reservoirs have been made on the estate

Chairman—continued.

and most of the tenants supplied with pure water. With regard to the establishment of a land court, we wish to state that no misunderstanding of any kind has ever taken place between us and our landlord or agent, as they have treated us fairly in every way. Therefore, we do not wish for a land court. Signed this 17th day of August 1894, on behalf of the tenants—

John Williams, Caerddinen.
Robert Jones, Penygraig.
Edward Owen, Hendre.
John Williams, Plas Einion.
David Thomas, Plas Isa.

60,500. This is signed by four other gentlemen besides yourself, is it not?—It is.

60,501. But you appear with some 20 or 30 other gentlemen who support you, and they are all in the room?—Yes, they are about. [The gentlemen here all stood up.]

60,502. And they are all ready to sign if they have not already signed this statement?—They are.

Mr. Brynmor Jones.

60,503. What is the name of the gentleman who directed the other people to stand up—that gentleman there in the light coat. It was he who commanded the tenants to stand up. What is his name?—He is a stranger to me.

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Mr. JOHN WILLIAMS.

[Continued.]

Chairman.

60,504. Was this glebe or private land?—His own farm.

60,505. The land belonging to this reverend gentleman; was it glebe land or private land?—Private land.

60,506. You mentioned a land court. Can you give the Commissioners any idea what you mean by a land court?—No, very little.

Mr. Griffiths.

60,507. Have any of these tenants ever improved their farms?—Yes, many of them.

60,508. Have you done so?—I tried to.

60,509. Have you ever heard of any farms on this estate being sold?—No.

60,510. Never a farm on this estate has been sold?—Well, there might have been a few. I only remember one small farm being sold.

60,511. Perhaps it might be the turn of your farm to be sold next?—I should be very vexed.

60,512. Would you expect any payment for your improvements?—Yes, to some extent.

60,513. Is it the custom on the estate to give payment to the tenants for the improvements?—I am not aware that anybody asked for any.

60,514. Then would you not like to have some outside authority to appeal to?—Yes, I would.

Mr. Richard Jones.

60,515. What course was taken to depute you to appear on behalf of these tenants?—They asked would I appear for them as I am the oldest tenant.

60,516. Was there a meeting of the tenants convened?—Yes.

60,517. Who convened the meeting?—Some of the Llwyn Ynn tenants.

60,518. Do you not know who?—I think it was Mr. Thomas, of Plas Isaf.

60,519. Where was the meeting convened?—At the school room of Pentre Celyn.

60,520. Were all the tenants invited to attend?—Yes, they were.

60,521. Did they all appear?—Not all of them.

60,522. What were you authorised to do?—Only that I was the oldest tenant, and they asked me to come here to-day.

60,523. What were you to say?—Everything that they asked me to.

60,524. Was it understood that they were to say "Amen" to everything you said here to-day on their behalf?—Yes.

60,525. If you were to say that everyone was making his fortune on his farm they were to say "Amen" to that?—Oh, yes, they were.

60,526. Are you satisfied that your farm has been paying you for the last eight or ten years?—Well, it was very hard during the last 10 years.

Mr. Richard Jones—continued.

60,527. Are you a richer man to day than you were 10 years ago?—Very little.

60,528. Are you any?—I have not made my accounts yet.

60,529. How often do you make your accounts?—When I get time.

Mr. Grove.

60,530. I suppose you are all agreed that things are very bad with farming just now, are you not?—We are.

Professor Rhys.

60,531. Do you, as farmers, keep any accounts?—Not all of us.

60,532. Do many of you keep accounts?—Yes, many of us do.

60,533. Who was the owner of the estate before the reverend gentlemen who owns it now?—Squire Parry, of Llwyn Ynn.

60,534. Is that an old Welsh family?—I believe it is.

Sir John Llewelyn.

60,535. Do you look upon Canon Haygarth as a good landlord?—Splendid.

Mr. Brynmor Jones.

60,536. I understand that you have become the representative of these gentlemen in consequence of what took place at a public meeting?—Yes.

60,537. Was it Mr. Thomas, of Plas isaf, who called the meeting together?—He sent to the tenants.

60,538. Is he the National School master?—Not at that place.

60,539. But he is a National School master, is he not?—Yes, I believe so.

60,540. Is he the local Conservative agent?—I do not know.

60,541. Is he the local Conservative secretary?—I do not believe so.

Chairman.

60,542. There are some questions by Mr. Llewellyn Jones: "Who takes the shooting over the Llwyn Ynn estate?"—A stranger—a man from Liverpool; I do not know who he is now.

60,543. "Is he a shooting tenant?"—He is the shooting tenant at the present time. This is his first season.

60,544. "Is there any complaint with regard to the game?"—None.

60,545. "Do you think the rents on this estate are low enough in view of the fall of prices?"—The times are so bad that the rents are scarcely low enough.

The witness withdrew.

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Mr. JOHN LLOYD WILLIAMS.

Mr. JOHN LLOYD WILLIAMS called and examined.

Mr. Brynmor Jones.

See 60,501.

60,546. You have been acting as interpreter here to-day?—Yes.

60,547. What is the name of the gentleman now sitting there in front of Mr. Vincent?—I believe it is Mr. Owen.

Mr. Brynmor Jones—continued.

60,548. Mr. George Owen, the secretary of the North Wales Property Defence Association?—Yes.

60,549. Did you observe him waive to that reluctant phalanx to get up?—I did observe him motion to them.

The witness withdrew.

Rev. IVAN T. DAVIES recalled and further examined.

Chairman.

60,550. Are you the Reverend Ivan T. Davies?—Yes, my Lord.

See 6,832 and 7,417.

60,551. Do you wish to make a statement?—Yes, my Lord. I beg to inform the Commission that Colonel Hughes, Sir Watkin's head agent, has recently paid Jane Rowlands, Havod yr haidd, Llanuwchllyn, 60*l.* expenses incurred in building a house on her holding, as narrated at Bala, and she desires to publicly thank Sir Watkin, Colonel Hughes, and Mr. Morris, the local agent, for their very great kindness. In justice to Colonel Hughes, it is only fair to add that his kind action is in no wise the outcome of this Commission, as he had made the promise two or three years ago to compensate her and to rectify matters to the best of his ability, which promise was renewed last year, and we all know that the Colonel's word is his bond.

Chairman.

60,552. You wish that to go on the notes of the Commission?—If you please. We think it is only fair that the same publicity should be given to the great kindness of Colonel Hughes, as was given to the injustice of the other party.

Quite so. We are very glad to get your statement, and will take care that it shall appear on the notes.

Sir John Llewelyn.

60,553. You gave evidence at Bala, I think?—Yes.

Chairman.

60,554. There is nothing further you wish to say?—I have nothing more to say.

The witness withdrew.

Mr. J. PROBERT called and examined.

Chairman.

60,555. How would you wish us to take your evidence; would you like to read it through, or would you like to state any points that occur to you?—As you like, my Lord, I will leave it entirely to you.

60,556. You can either be questioned on it or read it through?—Perhaps I should be questioned upon it.

60,557. Very good, because there are certain points that we have heard over and over again. If I miss out anything that is of interest to the neighbourhood or to the Commission, you will call me back?—I will.

60,558. You are local agent to the Ruthin Castle estate?—I am.

60,559. And you give evidence for the districts of Ruthin, Denbigh, Ruabon, and Llanarmon, Dyffryn Ceiirig?—I do.

60,560. What is the acreage in the county of Denbigh?—10,500 acres.

60,561. Do you inquire into the political and religious opinions of tenants before accepting them as tenants?—None whatever.

60,562. Never?—Never.

60,563. Do you know of any cases of hardship or inconvenience experienced by tenants as

Chairman—continued.

to the employment of agents on this estate?—Not that I am aware of.

60,564. The usual date of entry is the 30th of November?—It is.

60,565. They are yearly tenancies, of course, as usual?—Yes.

60,566. You have no demand for leases, and you know of no leaseholders?—No applications whatsoever.

60,567. Tell the Commission, please, about the changes in tenancy. You say they have become more frequent than in former years owing to low prices and consequent losses in farming. Is that so?—That is so.

60,568. And through anything else?—Through the large importation of grain and cattle from abroad, also a continued increase of local rates levied on the land.

60,569. Then you are not one of those who think that local rates have decreased?—No, I do not think so.

60,570. Have you any case of hardship?—Not in my experience.

60,571. I suppose where land has been taken on your estate compensation has been paid?—It has.

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MR. J. PROBERT.

[Continued.]

Chairman—continued.

60,572. When any damage by timber cutting has been done, the tenant is compensated likewise?—Yes.

60,573. And in the case of mining or brick-fields the same?—Yes.

60,574. Have you got your agreement?—I have.

60,575. Will you kindly hand it in?—Yes. [Producing agreement.]

60,576. Have you ever heard of any complaints about the agreement? Have any clauses of the agreement been complained of?—None have been complained of, to me at all; in fact there are no restrictions.

60,577. You have no restrictions?—Well, the penalising clauses are not adhered to.

60,578. But the penalising clauses, I take it, are in the agreement?—They are in the agreement, but they are never adhered to—not in a single case I know.

60,579. Never in your experience?—No.

60,580. They are practically a dead letter?—They are.

60,581. Cultivation is allowed free?—Yes.

60,582. They can sell hay and straw as much as they like?—Perfect freedom. If a man cultivates his land properly there is not the slightest restriction.

60,583. Who maintains the gates and does the drainage?—The landlord.

60,584. Though they are in the agreement?—Yes, they are.

60,585. Then, practically, that is a dead letter drainage?—as well?—It is.

60,586. You give tenants a copy of the agreement?—Yes, if they ask for it.

60,587. But not unless they ask for it?—If they ask for it I always give it them in a moment.

60,588. You make no charge for it?—Never. I never make any charge for it at all. I always let them take it home to read if they like to take it home and study it thoroughly. I give them every privilege.

60,589. But unless they ask for it you do not give them a copy?—No, I do not.

60,590. Does an interpreter usually come with a Welsh-speaking applicant?—Oh, frequently.

60,591. Do you speak Welsh yourself?—I am sorry to say I do not.

60,592. Do you find that an inconvenience?—Occasionally it is.

60,593. How do you fix the rent?—We are usually guided by the valuation of a practical valuer, such as Mr. Rigby, of Sutton Weaver, Mr. Samuel Williams, of Oswestry, and in two instances by Colonel Hughes, of Ystrad, who goes over the land, makes his calculation, and advises what rent should be asked.

60,594. Is the rent of the smaller tenantry higher or lower than that of the larger farmers?—Slightly higher.

60,595. On account of extra expense in buildings?—Extra expense in buildings and so on.

60,596. Each farm is separately assessed and valued?—It is, according to the situation and

Chairman—continued.

quality of the land, climate, and other circumstances.

60,597. How are rents fixed?—By valuation as a rule, or mutual agreement occasionally.

60,598. On your estate do you let farms to the highest bidder?—Certainly not.

60,599. You get the best men you can?—The most practical men.

60,600. When any complaint is made to the landlord, what happens?—It is not to let to the highest bidder. When any complaint as to rent is made the landlord authorises a fresh valuation of the farm by a well-known and competent man, and after that is made the rent is mutually agreed upon between landlord and tenant, taking the valuation as a basis to go upon.

60,601. Then I suppose you try and ascertain as far as possible the stability of each tenant as regards money?—Care is taken to ascertain as far as possible the financial condition and suitability of each tenant, but still in some instances we have been misled by untrue or fallacious statements made by friends of the proposed tenant.

60,602. Do you ever refer to arbitration?—We have several times called in an arbitrator as a means of settling or re-adjusting the rent, and have found the tenant satisfied with the decision come to.

60,603. Have rents gone up or have they gone down?—During my time there has been a gradual decrease, a list of which I beg to hand you for perusal.

60,604. According to this scale there is nothing under 10 per cent. reduction in rent, and it goes on, 19 per cent., 28 per cent., 29 per cent., 23 per cent., 19 per cent., 20 per cent., 30 per cent., 20 per cent., 25 per cent., 18 per cent., 15 per cent., 28 per cent., &c. That is over the whole estate?—Yes, and on one estate,—Llanarmon,—they have also had 10 per cent. besides.

60,605. They have been allowed an extra 10 per cent. for some years past, that is, in addition to this?—In addition to the permanent reductions.

60,606. Can you tell us anything about temporary abatements and permanent reductions?—We have not made any temporary abatements as a rule; we have put it permanently for the time—we have reduced it permanently with the view to the tenant getting a reduction as regards assessments.

60,607. Which he would not do otherwise?—Which he would not do otherwise, if they were temporary.

60,608. Then is there any notice given to the tenant previously of intended abatements?—Where a decision is arrived at before the audit, notice is given, but each case is considered on its own merits after permanent reductions are made. That is, for temporary abatements.

60,609. Then I suppose these farms have been revalued?—They have.

60,610. Since 1873 have any rents been raised at all?—No, they have not, they have gradually decreased.

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Mr. J. PROBERT.

[Continued.]

Chairman—continued.

60,611. When do you insist on the rent being paid, do you give them any time, or are the rents paid at once?—We give them three months, or in some instances six months.

60,612. After it falls due?—After it falls due.

60,613. Have you any idea about the preferential claim for rent. We have heard a good deal about that on both sides?—Payment, when rent became due, would be insisted upon and sureties required if the landlord had not the preferential claim.

60,614. Has the tithe been merged in the rent, or do you make that separate?—It has been merged in the rent.

60,615. Land tax and local rates are paid by the tenant?—Yes.

60,616. And income tax by the landlord?—That is so.

60,617. What do you say about the local rates, have they gone down or gone up?—They have gone up, as far as I can make out, about 3d. in the £.

60,618. What can you tell us about the size of farms on the Ruthin estate?—On the Ruthin estate the farms vary from 15 to 350 acres; on the Denbigh estate the farms vary from 34 to 365 acres; on the Llanarmon estate the farms vary from 18 to 1,670 acres, including sheep-walks.

60,619. Is there a farm of 1,670 acres?—Well, with a sheep-walk of near 1,000 acres.

60,620. But is that entirely confined to one farm?—One farm.

60,621. That is not common?—Not common—well, yes, it would be—there are a few other sheep-walks, certainly, included in this, but the highest acreage would be 1,670 in one individual farm.

60,622. Then Ruabon?—At Ruabon the farms vary from 20 up to 40 acres.

60,623. Have you anything to say about consolidation of holdings?—Not on the estate with which I am connected; on the contrary a number of small holdings have been carved out of large ones, the landlord putting up new buildings, including the cartage in each case.

60,624. With what result?—Where smaller farms have been carved out of larger, the result has been to enable men with less capital to become tenants who, generally speaking, have done better than those in large holdings as they work themselves and employ no labourers.

60,625. About the state of cultivation and the nature of farming pursued?—I prefer not to go into that question, I have not given any answers of that sort. Colonel West does not wish me to interfere at all with the tenants, but to give them all the freedom possible, therefore I have not troubled with that.

60,626. Do you consider the tenants on your estate a hard-working and industrious people?—I do.

60,627. They do the best they can for the land?—They really do—I think so.

60,628. Do you think they have improved the land on the whole?—Well, I think they have

Chairman—continued.

held their own—that is what I think—they are a most industrious class of tenantry.

60,629. Are the labourers stopping in the villages or are they going away?—A great many labourers go to the large towns and colliery districts on the estate with which I am connected. The fences are kept in very fair order.

60,630. Now, tell us about the improvements?—As different estates have different rules, I cannot say generally what is done. On the Ruthin Castle estate, drainage and buildings for stock, implements and cart sheds, protection from river encroachments, iron and wire fences in special cases, gates and posts, attending to roofs and chimneys, and sometimes seed: the improvements made were 11,170*l.* and about 35,000*l.* in reconstruction and repairs since 1868, for which the landlord receives no interest. That 11,170*l.* is in drainage principally and new buildings.

60,631. Do the new buildings come in reconstruction and repairs?—No.

60,632. In the 11,170*l.*?—In the 11,170*l.*

60,633. What is the 35,000*l.*?—The 35,000*l.* is in repairs to buildings and increased accommodation now and then, but the 11,170*l.* was borrowed money at the time, repayable by instalments covering 25 years, which I think Colonel West referred to in his evidence.

60,634. Do you insist on the hauling being done by the tenants?—Not in all cases.

60,635. Is there any objection to that or not?—Usually, on the Ruthin Castle estate, no actual co-operation is insisted on, the landlord doing the whole improvements at his own expense. The tenants are expected to do any necessary carting, but this is not insisted upon; in most cases it is given willingly, and in some cases paid for. As regards new buildings absolutely, where we have carved out small farms from large ones, Colonel West has done the whole of the cartage independent of anybody.

60,635. The whole of the cartage himself?—The whole expense of everybody.

60,637. Including cartage?—Including cartage.

60,638. About notice to quit, do any of the tenants prefer a short notice or a six months' notice?—They prefer a six months' notice.

60,639. Tell the Commission why that is. I cannot give any reason for it; they want to get released as soon as possible. They have every confidence in Colonel West, and it appears to me that they much prefer the six months to the 12 months.

60,640. What is your experience?—That is my experience.

60,641. Is there any custom of the country?—Not that I am aware of.

60,642. As to outgoing tenants, is there any custom of the country in respect to growing crops?—I believe that is in the agreement.

60,643. It is settled by the outgoing and incoming tenant?—Yes. In fact, I do not know of any dispute at all in my time; they are always amicably settled between them.

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Mr. J. PROBERT.

[Continued.]

Chairman—continued.

60,644. Do you know of any instances where compensation has been given for the improved condition of a holding?—No, I do not.

60,645. Is there any tenant-right on this estate?—None whatever.

60,646. Do you know anything about the Agricultural Holdings Act?—We have never had anything to do with that; I mean it has been quite a dead letter.

60,647. Now, about game; is game generally preserved?—Yes.

60,648. Is the Ground Game Act availed of? Do the tenants generally kill the hares and rabbits?—Yes, they do.

60,649. If there is any damage done, I suppose you compensate?—We do. We call in a competent valuer, unless we settle quietly amongst ourselves. As a rule we do mutually agree upon someone.

60,650. Are tenants expected to beat the coverts?—I have never heard of any such proceeding. Many tenants join the day's sport and get their luncheon and some game.

60,651. Have you any idea about the preservation of game as regards the public? Do you wish to say anything on that head?—I believe, if game was not preserved in Wales, fewer men of wealth would reside in it. Many shootings are let to gentlemen from large manufacturing towns who spend a good deal of money in the neighbourhood, and thus benefit local tradesmen and other people dependent on them.

60,652. I suppose the railway rates are not satisfactory: they are too high, are they not?—They are rather high—that is, according to what our tenants say.

60,653. Is that the general opinion of the tenant farmers of the district?—It is, on and off our estate. They themselves will be better able to answer as to that.

60,654. Then as regards the tenants of small holdings, do you think the tenants of small holdings who work for themselves have generally succeeded better in bad times than the tenants of large farms?—I think so.

60,655. Do you think that the interest on the value of the houses and buildings would absorb the rent, as we were told this morning?—It would nearly, if not entirely.

60,656. Very nearly?—Very nearly.

60,657. What is paid to the labourers in cash if they board themselves?—With our farmers, as a rule, the general average is 15s. a week if they board themselves. That is about the general average wage on our estate—on our farms.

60,658. What do they pay for a cottage?—From 2l. 10s. 0d. to 3l.

60,659. About 1s. a week?—About 1s. a week.

60,660. Do you think the cottages are as good as they were, or are they worse or better?—I think they have very much improved.

60,661. Is the condition of the cottages on the estate good?—Yes; the condition of all the cottages is very good and the construction as follows: Each cottage has (where possible) a kitchen, back kitchen, pantry and three bedrooms,

Chairman—continued.

with out-offices. They are built of brick, or stone, and slated.

60,662. Of course they have got gardens?—Yes.

60,663. Any allotments?—They have gardens, but in my experience there is no demand for allotments. We tried from 1868 when Colonel West succeeded to the property, to 1887 in a field near Ruthin, and had to give up the experiment as they were evidently not wanted.

60,664. You tried it for 20 years?—We did.

60,666. Do you let the cottages direct, or do the farmers let them?—As a rule they are let direct from the landlord subject to three and six months. There are one or two not let direct, they are let through the farmer.

60,667. For his carter and shepherd and so forth?—Yes.

60,668. The notice for a cottage is six months?—Yes.

60,669. When did the depression begin?—About 1882 as far as I know.

60,670. What was the principal cause of this depression?—Principally low prices caused by foreign importation and bad harvests. All classes were affected by it, the landlord, the tenant, the tradesman, and the labouring population owing to the impoverishment of their former employers.

60,671. The general relations between landlord and tenant are very friendly indeed?—Yes; I know of nothing unfriendly.

60,672. Very satisfactory indeed?—Yes.

60,673. You told us about money spent in improvements, 11,170l. and 35,000l.; that is exclusive of the cost of superintendence and value of timber, and materials supplied by the estate, and no interest is charged?—That is so.

60,674. Do many of the families remain on the land for generations or not?—Yes, I will read out the Llanarmon estate:—

Present Tenant.	Farm.	Previous Tenant.
J. T. Evans	Llwythdere Ucha and Tynyfedw.	His uncle.
Margaret Davies	Pantiau	Her father.
Thomas Evans	Fodwen	His father.
Richard Edwards	Pentrebach issa	Ditto.
Rd. Edwards, sen.	Tyntwill	Ditto.
Lewis Edwards	Cwm Canol	Ditto.
Evan Edwards	Dolwen	Ditto.
T. and R. Hughes	Aelycorran	Their father.
John Jones	Sarple	His uncle.

On the Ruthin and Denbigh and Ruabon estates, there are several farms held by tenants from 35 years and downwards.

60,675. In your agreement the tenant in the last year of his tenancy leaves the straw and chaff to the landlord or incoming tenant without any allowance?—That is so in the agreement, and has always been so ever since I have been here.

60,676. Do you adhere to that?—It is done; we leave that always to the incoming and outgoing tenant.

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MR. J. PROBERT.

[1894] {Continued.

Chairman—continued.

60,677. To settle between them?—Yes, we have never had any difference whatever since I have been here, at all events.

60,678. Does the outgoing tenant have the house to the 1st of May?—To the 1st of May; but he has a right to stable room according to the size of the farm, that would be inserted in the agreement, of course, with the old tenant. If he had the right for four horses, he would have it so as to cultivate his land after the expiration of the tenancy, from the 30th of November previous to the 1st day of May.

60,679. Is that supposed to be a hardship?—I cannot see how it can be a hardship, it meets both sides.

60,680. We have had other evidence, but it seems to be a fair thing in your opinion?—I should say so, it has been the custom about here ever since I have been here.

Sir John Llewelyn.

60,681. Have there been many changes of tenancy on the estate?—There have been of late, I mean to say, the last ten or twelve years.

60,682. There have been several?—Several.

60,683. Do you generally find one of the same family continue in the farm, or do you get strangers?—As a rule the family have preference, unless there is no one to succeed.

60,684. Do you say the majority of the tenants have been a long time on the estate?—Yes.

60,685. And attached to it?—Yes.

60,686. Have you ever had any difficulty in settling with the tenants?—None whatsoever.

60,687. You spoke of arbitration by mutual arrangement?—Yes.

60,688. Has that been found to be satisfactory?—We have had two cases. Yes, it has been found to be perfectly satisfactory.

60,689. What was the nature of the arbitration; who appointed the arbitrators?—We and the tenant agreed to name a certain gentleman.

60,690. Only one?—Only one.

60,691. You did not each appoint one, and let them appoint an umpire?—No, we did not, one was appointed, and he settled the difference between the landlord and tenant.

60,692. Have you many competent men in the neighbourhood to undertake that duty?—Oh, yes.

60,693. Have you a sufficiency of cottages on the estate?—Colonel West has built, I think, 12 new cottages since he succeeded to the property.

60,694. Are they in villages, or are they scattered about on the estate near their work?—Near their work; a good many of them, and some on the outskirts of the town, because a good many of them prefer to live in the town rather than to live in the country. Of course if their work was, say, about a mile away, they would much prefer to go and live in the town than reside in the country.

60,695. Why is that?—I cannot understand it.

Sir John Llewelyn—continued.

60,696. It is, perhaps, society and company?—Most probably.

60,697. And perhaps there are advantages in the way of reading rooms?—Well, probably there may be something in it.

60,698. Have you done anything in that way?—No, not that I am aware of.

60,699. Where are these cottages, because the chairman of the County Council said that there was a lack of such cottages in the county. To a certain extent you agree with him, because you say Colonel West has been supplying cottages?—Yes, he has been supplying them.

60,700. By that action he has shown that he felt there was a want to some extent?—Quite so.

60,701. And he has been remedying that want?—Yes, quite so.

60,702. Can you speak for any other portion of the county besides Colonel West's estate?—I prefer to confine myself to Colonel West's estate.

60,703. But you know the county generally?—I do. I am in the western division.

60,704. Have the cottages been allowed to fall down?—In some places.

60,705. On the estate you know it has been the other way—the old sites have been built upon?—Yes, it is the other way.

60,706. Are they entirely new, or has the improvement been in the nature of repairing the old cottages?—Several entirely new; nine, I believe, entirely new, and the remainder have been renovated as it were, reconstructed—repaired.

Mr. Grove.

60,707. In speaking about giving a copy of the agreement, you say you gave a copy of the agreement to each tenant when he asked for it?—If they asked for it.

60,708. Do you not tender them a copy?—Well they have never even asked me for a copy, and I have never found a difficulty about it. If it has been an oversight it has been an oversight on my part as well as that of the tenant.

60,709. We have found the evidence different in different places, but I think it would be most advisable for a copy always to be given to the tenant, and he might take it home and have it in his own possession?—I entirely agree with you.

60,710. And given to him without charge, I suppose?—Yes.

60,711. As to valuing land, you say the estates were valued some time ago. Do you think the valuer ought to go over the land once or twice at two different seasons in order to get a proper estimate?—Our valuers have gone over twice in one instance and only once in another instance; but of course we leave that entirely to their judgment. We have not interfered.

60,712. If a man was called in from some distance away, the probability is he ought to see it twice to arrive at a fair estimate?—I

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[Continued.]

Mr. Grove—continued.

agree with you, sir; I think it would be a proper course.

60,713. Is labour scarce?—It is. They flock to the towns and collieries, and brickyards, and such like.

60,714. Did you say you had had many claims for damage by game?—We have had a few.

60,715. Do you manage to settle them in most cases without calling in anyone to arbitrate between the two parties?—We have called in an arbitrator on two occasions, and they are perfectly satisfied; the remainder we have mutually settled without any friction.

60,716. Do the tenant-farmers know the provisions of the Agricultural Holdings Act?—I do not think they are generally known.

60,717. Did you say that the railway rates were considered rather high?—Yes, that is what our tenantry think. They frequently mention them to me.

60,718. Have you in your office the Board of Trade book; it is a small book published at one shilling?—I heard you refer to it on a previous occasion. I have not got one.

60,719. Your reductions in rent appear to be very liberal. Do you consider that is any proof that the rents were rather high before?—Most probably.

60,720. Would it be reasonable for us to expect a cottage to be put on every farm of 100 acres, say, do you think as a rule—I know there are exceptions, of course?—I could not say exactly, but I must say it is a great convenience to a tenant-farmer to have a cottage for his workmen; I entirely agree with that myself.

60,721. To attend to the stock and so on?—Yes.

Mr. Richard Jones.

60,722. What training have you had for the office of agent?—I was under my predecessor nine years, and for 13 years I have acted in the capacities I now hold. I have been 22 years altogether in Colonel West's employ.

60,723. Have you had anything more than an office training?—Oh yes, I have been frequently out with my predecessor. We have had lands on our hands to cultivate, and have had lands to cultivate for Colonel West.

60,724. Do you think many of the tenant farmers would consult you upon agricultural matters if they were in difficulties?—I do not think they would. I am pleased to say we have not an inch of land at present unlet, therefore we have not farmed to any extent. We never have any farm which is left for us to cultivate. If we have over a farm we have 20 applicants for it, more or less.

60,725. Do you think your practical acquaintance with agriculture would enable you to know the value of land?—I do not say, I am a judge at all of land. I much prefer to take a back seat in that respect. I should not like to put my ideas in front of anyone's.

Mr. Richard Jones—continued.

60,726. You will admit this, that it would be a desirable thing in an agent that he should have a practical knowledge?—Yes, I quite agree, but then Colonel West has always left the valuations to be done by independent parties.

60,727. You say that seeds in some cases have been supplied by the landlord?—Yes, he has given seeds—now and then, as a matter of mutual arrangement—say, when a change of tenancy has occurred, or something of that sort. A tenant would say, to Colonel West, "Well, this field is rather dirty, what do you say about giving me the seeds, if I clean it, and seed it down," and Colonel West has said, "Yes, I will do so." That is the sort of arrangement I mean.

60,728. You say that compensation has been given for damage done by the timber cutting?—Yes, in one instance there was a valuation made, and it was paid; in the other cases, as a rule, we give the tree tops—the tenant is perfectly satisfied. If they say "We must have two or three trees," as the case may be, we arrange it straight away; we never leave without giving them, something, if we go across the fields. Colonel West particularly wishes that.

60,729. Who fills up the gaps?—We do,—Colonel West's woodmen.

60,730. You say you know of no case where compensation has been paid for general improvement of a farm?—Not in my time. I know of no such case on our estate.

60,731. Do you think there would be any objection to include that as an item in Part 3, Schedule 1 of the Agricultural Holdings Act?—I could not say. We have never worked it at all in the county. It has been a perfect dead letter in every way. I should not like to offer an opinion about it.

60,732. You know the Act only provides for specific improvements?—Yes.

60,733. Do you not think it would be rather hard in some cases that a tenant should not be compensated for the general improvements of a farm?—That is if he left—a change of tenancy.

60,734. Yes, a change of tenancy?—I rather agree with you—there is no doubt it should be so.

60,735. Of course, I am only wanting your opinion; it is rather an important matter. You say that in a few cases arbitration has been resorted to to settle the question of rent between the landlord and tenant, and I think you mentioned one instance?—Yes.

60,736. What place was that?—I forget now. I really could not say exactly, but I know there was an instance of it some years ago. Probably I shall be in a position to hand it to you tomorrow, but I cannot say straight away. There have been so many valuations made in different ways with us—but I believe there was one.

60,737. You do not remember anything of the particulars—what was the former rent, and what was the result of the valuation?—I could not say exactly. I have been left out entirely as regards these valuations more or less because

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Mr. Richard Jones—continued.

Colonel West has independent parties to carry this out, so as to give entire satisfaction.

60,738. Would it be Blaenycwm do you think?—I am not at all certain. Probably it was. I would not swear to it.

60,739. That is the only case you are aware of?—Yes, I only remember one case.

60,740. Do you know a place called Tyhwnt-i'rafon in Llanarmon?—Very well.

60,741. Did the tenant leave there some seven years ago?—Yes.

60,742. Under what circumstances?—I could not tell you straight away. I have not had anything to do with the Llanarmon estate, except the buildings on that part of the property. It has been managed from Oswestry more or less. I do not know what arrangement or under what circumstances they did leave, so as to be accurate.

60,743. Do you remember the former rent of the place?—No, I do not.

60,744. What is the rent at present?—98l.

60,745. You do not remember the former rent?—I cannot tell you. I have not the rentals here.

60,746. Do you confirm Colonel West's statement this morning that there are many tenants in arrear?—There are a few, but I do not consider them very large myself.

60,747. How long have they been in arrear?—They have been paying on account for two or three years.

60,748. Do you think those tenants are as industrious as the other tenants on the estate?—So far as I can judge. I never took that particular notice to see whether there were any better than the others, or any worse, but I should say myself that they are hard-working people.

60,749. Do you think they are as fairly rented as the other tenants?—I think more so. That is the general opinion in the neighbourhood all down to Oswestry.

60,750. I mean the tenants that are in arrear?—I beg your pardon. I did not understand.

60,751. Do you think they are as fairly rented as the other tenants on the estate?—Well, I could not say exactly, but all the rents all through the property have been re-adjusted, and I suppose it is the old balance they owe.

60,752. Do you think they started with sufficient capital?—Well, I rather fancy they have not. That is my opinion.

60,753. Do you think the farmers have not so much capital when entering a farm at present as they had years ago?—No, I do not think they have.

Mr. Griffiths.

60,754. Is there any lime used in this district?—Yes.

60,755. There are some lime kilns here?—There are several lime kilns on several of our own farms.

60,756. Are they always used?—Yes, as a rule; where there is a lime kiln on the farm it is always used.

Mr. Griffiths—continued.

60,757. Is there as much lime used now as there was 20 years ago?—I do not think there is.

60,758. What is the reason?—I cannot tell you the reason. They have gone to artificial manure and one thing and another. I cannot account for it.

60,759. They find too much labour attached to it?—Very probably.

60,760. Are labourers plentiful?—They are not very plentiful here.

60,761. I think you said the hedges and ditches were kept well?—Yes, fairly well I must say; we have no ground of complaint on our estates at all.

60,762. Have you anything in your agreement to compel a man to cut the thistles on your farms?—No, there are no thistles mentioned in the agreement, but I suppose good husbandry would cover them.

60,763. Well, this is my first experience of the Vale of Clwyd, which I have heard highly spoken of since my childhood, but I must say the best crop I saw this morning was a crop of thistles. I think it is a disgrace to the neighbourhood and that they should be compelled to cut them. If the rent is too high, then it should be lowered. It was just as you enter from Morfa Rhuddlan?—Colonel West has no property down there for miles.

60,764. Then you ought to be thankful. Your statement with regard to the labourers does not quite confirm what the Labour Commission have given us. "But from the point of view of a thorough cultivation, many farmers regard the supply as very inadequate. 'There 'is scarcely half enough to do justice to the 'land, and it has been so for the last 10 years 'or more.' " Are there any of your farms at this place called Yale?—No.

60,765. Here again I see: "The inhabitants of the Yale district are generally credited with being more industrious than the men of the Vale of Clwyd, the latter having in fact, both as farmers and labourers, but a poor reputation in respect of industry. 'Other 'Welshmen (according to one writer) say that 'in the Vale of Clwyd the worst of farmers 'thrive upon the best of land.' " Is that correct, do you think?—I should not like to give an opinion upon it.

60,766. Then with regard to the cottage accommodation. I see the cottage accommodation is very bad in some parts here?—I believe so.

60,767. In the same report I find: "The only complaint with reference to cottages—and it is a most serious one—is that the accommodation and the number of partitioned rooms are utterly inadequate for the requirements of ordinary decency. According to the rector of Llandyrnog, 'where there is a room 'upstairs there are no partitions; beds cannot 'be partitioned off, so that even grown-up 'children who have left the district, when 'they return for a visit, have to sleep in the

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[Continued.]

Mr. Griffiths—continued.

“ same common open bedroom. Decency and “ morality are often simply impossible under “ such circumstances.” That is a sad state of affairs, is it not?—I fancy that is the report made by your Secretary. I have read it.

60,768. Made very lately?—Yes.

Sir John Llewelyn.

60,769. Do I understand you to think that a tenant should receive compensation for general improvements?—I think he ought to do.

60,770. As distinct from specific improvements?—Yes, I think so.

60,771. Will you explain how? I have always thought that the general improvements were the aggregate of the specific improvements, or should be so?—If he put any extra buildings on the place or houses for stock.

60,772. Surely they are specific improvements?—Yes, they are, but that is all I referred to.

Mr. Richard Jones.

60,773. Supposing a farmer went into a farm which was in a very filthy state, and he was there years 8 or 10 years, and he cultivated that farm and expended a great deal of labour upon it and brought it into a high condition, so far as production is concerned, although probably he could not make a claim for any specific improvement, yet for the general improvements of the farm one would think that he should be entitled to compensation, would you be prepared to admit his claim?—I think, under the circumstances, in the way you put it, it would be an injustice to the man if he did not receive a little compensation. Where he has improved the tenancy, I think, on leaving, he should do; I quite agree with you.

Chairman.

60,774. I have two or three questions handed in by Mr. Vincent. “ Have you got a letter “ about the pheasant case which was mentioned “ at Llangollen?”—This is a copy of it. I do not know whether you would understand the original.

60,775. Please read it?—“ Ceiriog Villa, “ Llanarmon, September 1st, 1894. Dear sir,— “ I suppose you have read the evidence of Hugh “ Hughes, the brother of Henry Hughes of “ Penybryn. I was surprised to hear that “ such a trifling thing was brought before the “ Commissioners, and after so many years. He “ says I turned them out in the absence of the “ tenant when he had gone to market. I did “ not know he had gone or not; if he had gone, “ the brother and nephew was at home, and “ they were looking at me. I did it openly, “ and thought no harm of it. He has made the “ most of the thing in every way. I was on

Chairman—continued.

“ the best of terms with Mr. R. Hughes, who is “ now dead, and this would have not been “ heard of if he was now alive. I never heard “ that anyone had been to Messrs. Longueville “ & Co. about compensation, in fact there was “ none to complain about, as, to the best of my “ knowledge, I only turned out eight pheasants, “ in fact, I think there was only six pheasants, “ when I come to think properly into the “ matter. The number reared that particular “ year was 100 pheasants, and we killed, “ according to my game book, 114 on the whole “ of the estate, 9,000 odd acres.”

60,776. What we understand is that there were six pheasants turned down in the corn?—That is his statement. I take his statement.

60,777. Mr. Owen Wynne puts this question: “ A great deal has been said before this Com- “ mission as to the value of small holdings. Do “ you know that out of about 60,000, the total “ holdings in Wales, about 40,000 or two-thirds “ are small holdings of 50 acres and under?” Can you answer that question?—I should say, my Lord, that Mr. Owen Wynne is not very far out of it, I should think about two-thirds.

60,778. You think it is about two-thirds?—That is what I have been told, or heard from various people.

60,779. Mr. Llewellyn Jones asks these questions: “ Have you any objection to stating what “ rent per acre is paid for the sewage farm and “ the accommodation land near the town of “ Ruthin?”—It all depends, from 4*l.* 5*s.* to 4*l.* 10*s.* It is irrigated from the town sewer. We are compelled to keep it on our own account in consequence of the sewage pouring on it, and we have to let it in plots.

60,780. “ Is there a farm called Galchog on “ the Ruthin estate?”—There is.

60,781. “ Does this farm stand in the middle “ of the Ruthin estate game preserves?”—It does.

60,782. “ Is it not a well-known fact in the “ neighbourhood that the tenant of this farm “ has suffered considerably owing to the “ damages of the game from the adjacent pre- “ serves?”—His rent has been fixed according to the position of his farm, because it is surrounded by covers.

60,783. “ Is there any truth in the suggestion “ made by Mr. Richard Edwards, at Llangollen “ that Mr. Williams’s valuation has not been “ observed, and that the rents were not reduced “ to the figure recommended by him?”—I do not know anything at all about it.

60,784. “ Have the tenants on the Llanarmon “ estate built new buildings and repaired old “ buildings at their own expense?”—Not a sixpence during my time, or before; neither have I heard of it.

60,785. “ Have not buildings been erected by “ tenants on the following farms: Penybryn, “ Tyntwll —?”—Not a farthing I know of.

60,786. “ And Llwythdir Isaf?”—I am not aware of it—not in my time.

The witness withdrew.

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Mr. THOMAS THOMAS.

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Mr. THOMAS THOMAS called and examined.

Chairman.

60,787. Do you live at Bronnant, Tynant, in the parish of Llangwm, in the county of Denbigh?—Yes.
60,788. Will you please give us your evidence?—I am a shopkeeper and a member of the Denbighshire County Council, representing the parishes of Llangwm and Llanfihangel, Glyn Myfyr, and I wish to tender the following

Chairman—continued.

evidence, with reference to the two parishes mentioned.
The area of the district is 10,509 acres of cultivated land, and 3,961 acres of mountain land.
This year, there are 4,795 acres under crops, and 5,714 acres of grazing land.

Nature of Crops.

Wheat.	Barley.	Oats.	Rape.	Potatoes.	Turnips.	Vetches.	Hay.
No. of Acres. 24	No. of Acres. 467	No. of Acres. 1480	No. of Acres. 22	No. of Acres. 105	No. of Acres. 147	No. of Acres. 2½	No. of Acres. 2548

The Population.

1861.	1871.	1881.	1891.
1,450	1,472	1,359	1,211

Chairman—continued.

Because of scarcity of hired labour, and the agricultural depression of late years, farmers have taken to breeding cattle and have laid down their land for hay crops and grazing at their own cost. It will be seen from the foregoing statistics that there is only 2,257 acres of corn and root crops in comparison to 8,262 acres of hay and grazing land, while the land is capable of growing corn, especially barley and oats.
In my opinion—apart from the agricultural returns for this year—that because of the deficiency of crops of last year, and the very low prices of stock, farmers have over-sold off their cattle last winter; in consequence, there is more land under hay and corn this year in these two parishes. But the farmers will not be any better off, as the price of corn is now, and probably will continue, at a very low ebb.

The maximum rent of the district is 2*l.* per acre, and the minimum is 7*s.* 6*d.*

The principal landlords of the two parishes are Lord Bagot, Colonel Parr Lynes, William Kerr, Esq., Colonel C. S. Mainwaring, Mrs. Charles Lloyd and Alfred Lloyd, Esq. Of this number there are two resident landlords.

There are other, 26, landowners of from one to four farms, which are not occupiers; and 17, freeholders, which are occupiers, and two leaseholders.

In my opinion, freeholders are better off on the whole than yearly tenants, because they can and they do venture to cultivate their land, without fear of advance in their rents, and are having all the benefit of good times, to meet the bad times of depression, whether their land is mortgaged or not.

Chairman—continued.

As to Lord Bagot's Estate.

The general complaint is that the buildings are in very bad repair, and that rents are too high.

All the estate in the two parishes is let by yearly agreements; the 29th September being the fixed day for beginning and terminating the tenancy.

Some tenants in the parish of Llanfihangel complain sorely of losing their sheep-walk. It seems that the sheep-walks were awarded under the Allotment Act to Lord Bagot. They measured 120 acres, and were let for the sum of 10*l.* to the tenant of Cefnpost, without giving any reduction of rent nor any compensation to the parties that were losing their sheep-walks. Some of these farms used to keep 50 sheep, but now they cannot keep any at all.

There have been considerable advances in rents on this estate in the course of the last 30 years, owing to the advance in prices of agricultural produce, and betterment of the land by the tenants, this advance is from 25 per cent. to 40 per cent., but there has been an abatement of 10 per cent. now and then since 1890, although no permanent reduction.

I laid my hand on an old rent book of a farm belonging to the estate. The book shows that the rent from the year 1729 to 1758 was 5*l.* 10*s.* I cannot say for how long this rent continued after 1758, but the present rent is 18*l.*, nearly equal to 200 per cent. A new house has been built since 1758. The former tenant had inclosed and cultivated 3 acres of land out of the common, but under the award of the

See 75,155-75,201.

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MR. THOMAS THOMAS.

[Continued.]

Chairman—continued:

Allotment Act, he lost the land, and had to pay yearly rent for his own labour and on his own outlay. His son also had inclosed six acres of mountain land, and built a house and a cowshed—he also lost the whole, and was evicted from his own house, but was allowed to re-enter on payment of 1*l.* a year rent. Since 1878 he pays 2*l.*, and I am told that this small farm did not cost a penny to Lord Bagot, in repair nor anything else.

I am not aware that any of the tenants of the estate in these two parishes has a copy of the agreement that is signed by them.

The agreement contains hard clauses, such as the following:—

“The landlord reserves all game, rabbits, fish, and eggs of game,” &c.

“The tenant to use his best endeavour to preserve all game, fish, and eggs of game, upon the farm, and to warn off all persons not duly authorised from sporting or trespassing thereon, and not to allow dogs to run loose about the farm, or to go with the workmen employed in ploughing or other farm work. The tenant to permit his name to be made use of at the landlord’s expense, in any action or information which may be commenced or prosecuted against any person or persons, for sporting or trespassing on the farm.

“The tenant to keep and leave in good order and repair the house, buildings, gates, stiles, rails, ditches, bridges, drains, fences, and river fencing, belonging to the said premises, being allowed timber and other necessary materials to be supplied by the landlord, the tenant doing the carriage of the said materials at his own expense.

“The tenant not to plough or break-up any of the meadow or pasture land without the consent in writing of the landlord or his agent under the penalty of 50*s.* per acre as additional rent.

“The tenant not to sell any hay, straw, green crops, or manure, off the farm, but to consume and expend the same on the farm every year, in a proper and husbandman-like manner; any hay or straw left unconsumed at the expiration of the tenancy, to be paid for by the landlord, or the incoming tenant, at two-thirds of its value to go off.

“The manure belongs to the landlord, and is to be left by the tenant on quitting, without any compensation for it.

“In case the tenant shall underlet, or assign over, or part with the possession of the premises, or any part thereof, or suffer the same, or any of the crops or other effects thereon to be taken in execution, or if the tenant shall become insolvent, or shall commit any act of bankruptcy, or make an assignment for the benefit of his creditors, or suffer his person or effects to be taken in execution, the tenancy shall thereon cease, and the landlord be at liberty immediately to enter and take possession as if the tenancy had been terminated by a notice to quit, the tenant nevertheless to pay all rent, rates, taxes, and tithe rentcharges, which may become due to

Chairman—continued.

the end of the then current half-year, the landlord to take any crops which may then be growing on the premises at a valuation.

“And it is hereby expressly agreed between the said landlord and tenant, that in case any of the hay, straw, or green crops shall be taken in distress for rent, or under any executive process of law or assignment, such hay, straw, or green crops shall be sold subject to the same being consumed on the said premises, notwithstanding any law, custom, or usage to the contrary thereof.”

Garthmeilio Estate.

This estate has been under the control of the solicitors of the late John Wynne, Esq. Whether they were mortgagees or not I cannot say. The present owner is Colonel Parr Lynes, of Tarporey, Cheshire. The buildings of the estate have been neglected seriously, for many years before the present owner came into possession of the estate, but the present owner expends a substantial sum every year in repairing and erecting new buildings and farmhouses.

Rents have been advanced on the estate to the extent of 45 per cent. in two instalments. Notwithstanding the reduction of 20 per cent. made about two years ago on the estate, the complaint still is that the rents are too high.

The first advance of 20 per cent. was made about 30 years ago, and in a short time after a seven years’ lease was forced on all the tenants, and the agent demanded 12*l.* from every tenant as legal charge for the document.

There was a clause in the lease binding the tenant to do all repairs necessary during the seven years at his own expense.

The object of forcing this lease upon the tenants was to increase the takings from the estate, and to save money by compelling the tenants to repair the buildings for seven years. Some of the tenants at that time expended 50*l.* to 60*l.* on the buildings.

The second advance of 25 per cent. was made about 20 years ago.

In 1890 and 1891 an abatement of 10 per cent. was given to all the tenants that paid their rent in full on the appointed day; others that could not pay in full did not receive any abatement at all.

There is no agreement signed by any of the tenants after the estate came to the possession of the present owner; but I am told that a new agreement has been taken round by the agent for the tenants to know what it contains. If the agreement, as it was shown to the tenants, will not be revised, it will contain oppressive clauses, such as that the ground game will be preserved, that all straw and manure shall be the property of the landlord on the termination of the tenancy, and that only six months’ notice to quit will be given.

In case of change of tenancy on this estate, as well as on all surrounding estates, the rent is reduced to the incoming tenant after refusing reduction to the outgoing tenant. One tenant some years ago had carted all materials to build

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[Continued.]

Chairman—continued.

a new house on his farm, but after the house was finished the rent was raised, and the tenant refused to agree to the advance and left the farm without any compensation. The farm, after being vacant for some time, was taken at a reduction of 33 per cent.

The custom of the estate as to erecting new buildings is that the tenant must cart the whole of the materials, and if he fails to do so himself he is responsible to have the help of other tenants of the estate to do the work.

There is not much drainage done on the estate. The landlord provides the pipes, and all other expense falls upon the tenant, without any understanding as to compensation.

Maesmor Estate.

This estate belongs to Mr. William Kerr and the buildings on many farms are in a very dilapidated state. Some of the tenants have erected buildings at their own expense, the landlord providing timber in the rough.

The tenants have signed to exempt themselves from the provisions of the Agricultural Holdings Act.

There has been an advance of rents made on this estate of from 15 to 25 per cent., and an abatement of 10 per cent. in 1887, 1888, 1892, and 1893; but no abatement was made to those tenants that did not pay their tithe rentcharge to the vicar of Llangwm. No permanent reduction at all was made only to incoming tenants, for whom repairs are made as well. After refusing to reduce the rent, and to repair the buildings to the old tenants, who also had for many years toiled and laboured on the farms, and had unexhausted interest in their farms, it seems that Mr. William Kerr has taken to hate and to boycott anyone that attempts to be a medium or to help in any way his tenants to approach him with their humble cry for reduction or abatement of rent. In the year 1885 his tenants came to me asking would I write out to them a petition addressed to their landlord, conveying their grievance, and humbly begging for reduction of rent. At that time he was a good customer to me, but as soon as he knew that it was I that had drawn out the petition, he ordered not to buy any more goods off me, and since that time the order is still in force. He declared to me personally that the cause he did not buy any goods off me was that I had written the petition for his tenants. He has since done his utmost against me in every way he could. As only very few of his tenants are conversant with the English language, he sought to deprive them of the means of petitioning him on the point, by making me an example to all others that would attempt to do the same as I did, and to stamp out every idea of combination amongst his tenants. The general complaint of the tenants of this estate also is that rents are too high. Game are preserved closely on the estate, and considerable trespass has been done to crops without any compensation to tenants. The tenants are too much afraid of offending the landlord to take advantage of the Ground Game

Chairman—continued.

Act, and are not allowed to set traps, snares, nor to shoot on their farms, and a dog in the wood is as much of an enemy as a thief in a house.

As to drainage, the landlord provides pipes, all other expenses to be borne by the tenant.

The tenants have not a copy of the agreement, in which there are some very oppressive clauses. The third clause in the agreement is as follows: "The tenant always to maintain the buildings, gates, fences, and ditches in good repair, and the landlord reserves to himself and his agents, the right of entering to examine the same."

Clause 4.—"On the expiration of a tenancy, the tenant shall be entitled to a customary interest in the crop of winter corn (provided it does not exceed the average extent of sowing of the two previous years), and to the value of clover and grass seeds sown the previous spring, if they have not been grazed, the bill for the same to be produced, and his hay and straw of the current year only, but not to be removed from the premises, and if sold, the landlord or the incoming tenant shall have the first offer of purchasing the same, or any part of them, at consuming price, to be fixed by valuation. The farm-yard manure shall be the property of the landlord."

Clause 8.—"The tenant shall keep a dog, send a fat goose to the Hall, at Maesmor, and cart for a day in each year, if required to do so, and protect the game, fisheries, and trees from being injured or destroyed by unauthorised persons, and shall prosecute such trespassers, or allow the landlord to do so in his name."

Clause 10.—"Should the tenant suffer any injury to be done, or commit a breach of the foregoing conditions, he shall be subject to a penalty of five pounds as liquidated damage, and to double the cost of the injury done, and the same may be distrained for as rent or arrear."

It seems to me that Clause 4 binds the landlord to take the hay at consuming value, but he has refused to take crops by valuation from an out-tenant under warrant of distress from himself, which terminated the tenancy at a very unreasonable time of the year, while the tenant himself had taken hay from him by valuation on the same farm about two years previously.

As to the farm-yard manure to be the property of the landlord, it seems to me that it would be quite as just for the landlord to demand the hay and straw as well. I fail to see any principle whatever in such terms, because the cost of feeding the animals with the hay and straw adds to the value of manure to the tenant while the tenant is bound to consume the hay and straw on the premises. The tenant gets only the benefit of keeping his stock alive, then to sell them for, perhaps, less than what he could get for them in the autumn.

The obligations under Clause 8 are numerous, and very trying for the tenant, and by Clause 10, in case of breach of the conditions even in Clause 8, a penalty of five pounds would be imposed upon the tenant if he happens to forget

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to send a goose to the Hall, or to refuse to feed a dog, or to kill a pheasant or a partridge.

Mr. Alfred Lloyd's Estate.

The estate comprises eight farms. Considerable advances have been made on the rents of the estate some years ago, and they have since reduced the rents, and have also given abatements of 10 per cent.

The same complaint as to high rent is heard from the tenants, and last year a deputation of the farmers went to the agent asking for further reduction.

The agreement contains clauses which are not to the best advantage of the tenant. But I think that this agreement is better on the whole than those of Lord Bagot and Mr. Kerr. The ground game are not preserved according to the terms of the agreement.

Clause 9 is as follows: "All hay grass, hay, clover, straw, turnips, or other green crops and fodder, grown or produced upon the demised premises, shall be consumed thereon, and none carried off without the landlord's written consent. And all dung, manure, soil, and compost, arising or made upon, or brought to the demised premises, shall yearly, in a husband-like manner, be spread and used on the demised land. And all such dung, manure, soil, and compost, as in the last year of the tenancy, shall not have been so used, shall be left in the usual places for the landlord or incoming tenant, who is to pay for the same as herein-after provided for."

Clause 14.—"Inasmuch as, notwithstanding the inhibition herein contained, some hay grass, hay, clover, straw, turnips, or other green crops or fodder may be sold or carried off the demised premises either by or through the tenant, or under legal process, or a distress for rent or otherwise it is hereby (as additional security to the landlord) stipulated and agreed that the demised premises shall be considered to have been deteriorated thereby to the extent of one fourth part of the value of all such matters as aforesaid, as may be so sold or carried off, and that the full amount of such fourth part shall forthwith, after every or any such sale or carrying off, be paid to or retained by the landlord as rent, or otherwise may be recovered by action or distress in like manner as the rent hereby reserved is recoverable."

To the outgoing tenant one fourth of the value of crops that are sold out is very hard to suffer to pay.

This estate was considerably enlarged by the awards under the Inclosure Act. The landlord has charged six shillings per acre on the land that was closed and cultivated before the award was made, and has taken to his possession a farm that was inclosed and a house and outbuildings built on same, without giving any compensation to the one that had inclosed, cultivated, and built. In 1840 a farmer inclosed 14 acres of the common, and had it in his possession for over 30 years, but at the time of the award the agent of this estate demanded the inclosure of 14 acres

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from the farmer, and it was given up to him and he only received the value of the fence although the 14 acres were not allotted to the estate nor to any other estate, as it was recognised by the commission that it was the property of the farmer who had inclosed it.

Mrs. Charles Lloyd's Estate.

During the last 50 years there has been an advance of rents to the extent of 50 per cent. made on the estate. This was due, as in most cases, to the better cultivation, draining, fencing, and inclosing mountain land, all at their expense except pipes, wires, and poles. Twelve months ago two of the largest farms of this estate were given up because the rents were too high. One of the tenants managed to come to terms on having a reduction of 25 per cent. with other considerations, before the end of September, but the other failed to have the reduction he thought adequate. He had been living there for fifty years and had cultivated, drained, and fenced about 120 acres (one-half of his holding). He had also carted all the materials to erect all the buildings.

He is a well-known farmer and is recognised to be one of the best farmers of the neighbourhood, but for the last ten years he had lost on an average 50% every year. He showed his accounts, which he kept of his takings and expenditure, to the agent, and tried his best to get the old home at a reasonable rent, but all in vain until the day when his stock was sold by auction. There was a very indignant and sympathetic feeling in his favour demonstrated by all who attended the sale, and when the agent came to the sale, six or seven farmers took his part with the agent and acted as arbitrators, they succeeded to take the farm for the old tenant, at a reduction of 50 per cent. off what it was a few years ago; but the arbitrators were obliged to be security for the rent; though every tradesman that was doing business with the tenant considered his credit always to be safe. I feel that the treatment he had was very hard indeed, after he had given all the best of his life to cultivate the land and to do so much to improve the farm, and lost so much money in waiting for a reduction, and if it had not happened that the neighbours mentioned had acted as arbitrators, the old tenant would be obliged to leave his old home which he loved so much, and perhaps the consequences would be that he would die sooner than his time.

The following terms are included in the agreement of this estate: "Provided always that on non-payment of any part of the rent, hereby reserved for twenty-one days after the same shall accrue due (whether the same shall have been legally or formally demanded or not), or on the breach by the tenant of any of the conditions and provisions herein contained, or if the tenant shall become bankrupt or compound or make an arrangement with creditors, then and in any such case the landlord may re-enter and determine the tenancy without given any notice to quit."

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*Chairman—continued.**Galltfaenan Estate.*

This estate belongs to Colonel Mainwaring. Some of the farm buildings and houses are in very bad repair. There are some complaints of high rents. There has been an abatement given for some years to the tenants, but no permanent reduction, which has been promised. Colonel Mainwaring is on good terms with most of his tenants as he is able to converse in the vernacular, and is, as a rule, able to please the majority of them to a certain extent by good promises and abatements of 10 per cent. and 15 per cent. in the rents.

General Condition of Tenant Farmers.

The tenant farmer, under all the conditions that are quoted from the different agreements, cannot in any way say that he lives on the land of freedom in his farm, but lives by the rivers of Babylon all his life long, and finds no pleasant song to be sung there; but expecting a small gleam of light and freedom to dawn upon him from beyond the cloudy skies, where he imagines that he sees all his grievances and troubles falling upon him in torrents and is ready to leave the land and try some other profession. But what can he do? He is digging and starving at the same time, but is yet too proud and too good to beg.

This state is a critical one, from my personal experience I am able to testify that the farmers, for some years, are sinking fast to hopeless debts. The terms that landlords give to their tenants induces them to borrow money to pay the rent, whatever else may not be paid for, by giving 10 per cent. or 15 per cent. abatement to those that pay the rent in full, come what may of those that fail to pay nor to borrow. They labour and toil from morning till night. They live as cheap as ever they can, all the family that are able to work, including the wives, daughters, and domestic servants, are taking part in out-door labour, especially at harvest time; but at the end of the year, after all the anxiety, worry, and hard labour they find themselves worse off than at the beginning of the year. This is their case now for some years.

There are many striking instances of farmers' sons and daughters helping their parents on the farm, without having any wages whatever, only their food and clothing and a small sum for pocket-money. Other farmers' sons and daughters that are in service send money home to their parents to help them to pay the rent, and when the sons and daughters get married and start on to the battle of life, in cases where they succeed to get a small farm they are obliged to borrow money, and the father is obliged to be the security.

The landlords and agents are against any form of associations and combinations amongst the farmers where co-operation could be organised to the benefit of the farmers at large, having their position as tenants in view. This is distinctly observed in their attitude against

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petitions from their tenants, and in their speeches on the rent days. All this is well understood by the tenant, who is very keen in this respect, as circumstances have taught him to be so. The effect of it is to cause him to be too shy and too much disheartened to fight his own battle for his rights. He is so much afraid of offending the landlord and agent that he has no courage whatever to stand alone, nor to let, or help others to work on his behalf, in any important movement, such as giving evidence before the present Royal Commission on Land. I have been told much evidence of importance; but the tenants would not appear themselves, nor allow me to state their special grievances, the reason they give me for refusing is, that there are many ways and means for the landlords and agents to give effect to their dissatisfaction if any of them will appear.

Besides that, there are the inhuman deeds of the past of many landlords and agents which overawe the present tenants, that they cannot trust the class, and it is, in my opinion, evident that the Welsh nation cannot forget cases of revenge and oppression. The following incident occurred in the parish of Llangwm about 60 to 70 years ago (and it is now well remembered by some and well known as a fact to the most); there lived, at the foot of the mountain, in the top of the parish, a large family in a farm. They had no bread in the house, and no wheat, barley, or oats to make any bread, and had failed to purchase any in the whole parish, but they heard that there was some barley for sale at Druid Mill, a distance of eight miles. The farmer started on horseback to procure some, but the miller refused to sell only on the condition that he should grind the barley. The farmer had nothing to do but to agree to the terms, and he paid 2*l.* 2*s.* 0*d.* for 140*lbs.*; he took the barley meal home as soon as he could to make some bread for himself and his family. The next day he was called to go and see the agent, who lived at Glynahan, there he was questioned how he dared to suffer the barley to be ground at Druid Mill, instead of taking it to Llangwm Mill, on the estate. The tenant explained the terms of purchase, but to no good effect. He was compelled there and then to pay 2*l.* penalty, and had also an advance that day in his rent of 9*l.* 10*s.* 0*d.* This advance he was obliged to pay for twelve years. So, the barley to make bread for himself and family to keep them from starvation cost him 118*l.* 2*s.* 0*d.* Incidents of this kind cannot be very soon forgotten.

Because of difference in religion, politics, and language between landlord and tenant, strange and distant feelings as well as disadvantage to both parties must prevail. Party politics of the age, and the controversial question of the Church rise to such heat, that the idea of opposition in politics and religion is unavoidable, and the rank and file of humanity cannot very easily rise beyond a treatment of an opponent only as such. It is a well-known fact all over Wales that the Tory Churchmen tenants get the favours where the landlord is of the same creed.

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It is also understood by many Nonconformist domestic servants of Church people, that they are allowed to attend only the Church services. Whether they are engaged on those terms I cannot say, but it is a fact, to my notice, that they are not attending the chapel in which they are members when the landlord is at home.

The tithe question also is a source of unhappy feelings between landlords which are Churchmen and tenants who are Nonconformists. At the time of the tithe agitation in the parish of Llangwm landlords and agents exercised their influence with tenants to induce them to pay the tithe against their convictions, and some tenants under this influence paid the tithe to the agent as collector and so deprived themselves of their right to protest, in a legal way, against the payment of tithes to the Church. I have pointed out already that Mr. Kerr refused to give 10 per cent. abatement in the rent to tenants that had not paid the tithe. The clergy also added fuel to the flames in this question, in several ways.

When rents are reduced, the change as a rule is not based on the appraisalment, but the landlords try to make the best bargain they can for themselves, as they find themselves in a position where they should do something to dispel the uproar of the tenants for reduction of rents.

If the few reductions that are made were based on the value of the farms, according to value of stock and farm produce on an average for the last few years, the reduction, for one thing, would be general, and also would be nearer 40 per cent. than 10 per cent. or 20 per cent on an average.

If it is maintained that the present rents in general are fair rents, then it must be said that rents were too low 15 years ago, when prices of stock were very near the double of the present prices; but I do not think that any one will venture to say that rents were too low after the general advance at that time.

There are as many as 30 or more farms that have been consolidated during the last 50 years: this was done, in my opinion, to save building expenses in the majority of cases. The consequences are that the population decreases, labour is scarce, and the land falls out of cultivation.

There are 40 to 50 cottages fallen down into ruins in the same period, and only four new cottages built.

Cottages for labourers are very scarce in the agricultural districts, this causes the flow of the population to the towns and villages where they can get a dwelling.

Small holdings are better cultivated than large ones, and more labour is expended on the small farm in comparison to the large farm.

There are no means to have agricultural teaching in these two parishes, only extension lectures arranged by the Bangor University and the travelling daily school, which was well attended and a great success.

The landlord takes advantage of the improvements made by tenants. For instance, I was a

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leaseholder of a corn mill under Mr. R. J. Lloyd Price, of Rhiwlas, Bala. At the termination of the lease, the value of my invested interest in improvements was about 60*l*. I wrote to the estate office asking for extension of lease, or to be a yearly tenant, or if they preferred that I would buy all the premises, and I stated the amount of my invested improvements, but had no reply at all; forthwith I called at the office, and was told by the agent that he had promised the mill to the miller for 30*l*. (the rent under the lease was 25*l*.), and that he would not let the mill to me unless I would give more rent than what was offered. I thought the place was not worth more rent, and so refused to offer more, although it was very annoying to see the value of my improvements going by instalments of 5*l*. every year to Mr. Price's purse, whilst I felt they belonged to me.

Mr. Grove:

60,789. You say, as I understand, that the children help their parents to pay the rent. You think that is so?—Yes.

60,790. You think the difference in religion and politics does cause some unpleasantness occasionally, even now, do you?—I do not quite understand you.

60,791. The difference between the agent or the landlord in religion and in politics, you consider does make some unpleasantness occasionally, do you not?—I do.

Professor Rhys:

60,792. Are there many tenants in arrears, do you think, on these estates?—Yes, there are.

60,793. And is that because of the rents being too high?—It is my opinion that it is so.

60,794. Do you know the farmers in those parishes?—I know some of them have been in arrears for years.

60,795. Do you think it is from the rents being too high?—It is so in my opinion—the rents being too high, the agricultural depression and low prices of produce.

60,796. Do you think the tenants are afraid to come forward to give evidence?—They are afraid.

60,797. Have you any evidence of that?—I have said so, and I have private letters that I could hand in for you to see to prove it.

Sir John Llewellyn:

60,798. You said the tenants were too shy and too despondent to fight their own battles?—Yes.

60,799. Did they depute you to come here to fight the battle for them?—They asked me would I come here to state their case. They have refused to come themselves.

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Sir John Llewelyn—continued.

60,800. I think you said because there were many ways in which a landlord could hurt them?—Yes, that is the reason.

60,801. What are the ways in which a landlord could hurt them?—There are many ways for them to do it without being direct ways—without breaking the law in any way.

60,802. What are those ways?—Suppose the tenant wants a gate, or some repairs done to the buildings; there are so many ways in which a landlord would be able to take his revenge upon his tenants.

60,803. Do you think a landlord would abstain from doing permanent repairs upon his own estate because a tenant came here to give evidence?—It is my opinion that many would—not all.

60,804. Have you known of any capricious evictions?—Yes, I know of some.

60,805. Of people being turned out of their holdings?—Yes, I have known of it.

60,806. You have known of such cases?—Yes.

60,807. Would you give any instances?—There is Hugh Roberts, who was at Cesailgwm, and who was evicted from there. He will be here giving evidence to-morrow.

60,808. He will tell us about his own eviction; therefore I will not go any further into that case. Will you give us any other instances of what I call capricious evictions for political or other reasons—I do not mean for the non-payment of rent, of course?—I have no case now that I could venture to name to you. There is a case in which the landlord distrained for some rent, as I have mentioned in my statement, and that was at a very unreasonable time of the year to fall upon the tenant. That was done at Pentrellawen.

60,809. Do you think the cottage accommodation in the neighbourhood is at fault. It is not sufficient, I understand you to say?—Not sufficient at all.

60,810. It ought to be increased?—It ought to be increased by all means.

60,811. With whose money. Who ought to build these cottages?—I think the landlord ought to build them on the estate.

60,812. Whether he likes it or not?—I am not going to compel him to do so, but for the convenience of his tenants I should think he ought to do that.

60,813. We have had other instances in which landlords do, for the convenience of their own estates, build cottages?—Yes, but there are no cottages whatever upon these estates for that purpose—for the labourers.

60,814. Had there been cottages?—There had been.

60,815. And had they been allowed to fall down?—They had been allowed to fall down. There are only very few of them in comparison with what there were. I pointed out that, I think, there were 40 fell down in the course of the last 50 years.

Sir John Llewelyn—continued.

60,816. And were any built in the place of them?—Only four.

60,817. That was, I suppose, because the landlord was of opinion that they were not wanted?—I suppose he was of that opinion, or else it was to save the expense of repairing them—I do not know which.

60,818. Would you go so far as to advocate cottages being erected with public money?—I think I would under these present circumstances for the benefit of agriculture in general, because population flows to villages and towns, and then it is very difficult for the farmer to get hired labour. Wages, especially at the harvest time, run very high.

60,819. How would the taxpayer be secured?—It would be to the benefit, I should say, of agriculture, for the workman to have a cottage for the purpose of agriculture, and then, I think, the farmer would have no occasion to complain much, as it would be, to a certain extent, to his own benefit.

60,820. If for the benefit of the public these cottages were built with public money a return would have to come from somewhere?—Of course, but the farmer himself pays a portion of the public money, such as rates and taxes. Then I do not think the farmer would complain, as he would have the benefit himself from it.

60,821. Have you the Small Holdings Act in operation?—No, there is no case at all.

60,822. Has that been discussed by your County Council?—It has been, and pamphlets have been printed and circulated all over the county. So far as I am aware, there has been no claim whatever made for an allotment—for a holding.

Chairman

60,823. The following questions are handed in by Mr. Vincent: "If there is a preference for Churchmen as tenants, how is it there are so few of them?"—Because they are not to be had. The majority of farmers in Wales are Nonconformists, especially in our portion of the county, whatever.

60,824. I think that is a very good answer. "How ancient is your mill grievance; was it 70 years ago?"—It was eight years before the termination of the lease that I had expended about 100*l.* or more on the place, and this was a portion of the 100*l.*

60,825. How many years ago was that?—That is about six years ago, I think.

60,826. "Can you mention any case of the kind now?"—That is very recently—my own case.

60,827-8. That is so, no doubt. Mr. A. O. Evans has handed in two questions. Mr. Evans is the son of Lord Bagot's agent, I understand. His first question is: "Has Mr. Thomas ever heard of the politics or religion of any applicant for a farm on Lord Bagot's estate being inquired into?"—No, never.

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60,829. "Mr. Thomas has spoken of increases of rents on Lord Bagot's estate. Is he aware that in each instance where there has been an increase additional land was given to the tenant?" Do you know that?—I pointed out one case. It was this allotment of 120 acres. The rent of that farm was advanced 10*l.*, and at another farm 3*l.* I am not aware that in all cases land has been added to the farm—that that is the cause of the rent being raised.

60,830. You are not aware of that. Mr. Llewellyn Jones asks: "Do you know of any cases where prospective tenants have been compelled to pay estate agents a small sum for being allowed to become tenants?"—Yes, I know it.

60,831. "On what estate did this occur?"—Garth Meilio estate.

60,832. Whose is that?—Colonel Parr Lynes' property; but this was before he came into possession.

Sir John Llewellyn.

60,833. How long ago was that?—Say, in the course of the last 20 years. Now and then, as farms became vacant, the new tenant would have to give a certain sum to the agent.

60,834. Is that agent alive now?—He is alive.

Chairman.

60,835. Mr. Llewellyn Jones's questions continued: "On what estate did this occur?"—Garth Meilio estate.

60,836. What was the name of the agent?—Mr. H. O. Jones.

60,837. "Could you mention any of the names of the tenants who paid such a sum?"—I can give the name of an old tenant that has paid them, but other tenants that have paid them and since received the money back again refused to give their names. I can give the name of one.

60,838. What is his name?—David Jones, Ty Du, Cerrig-y-Drudion.

60,839. "Have any of the tenants received back the amount they have paid in the course of the past few months?"—They have, since this Commission has been appointed and began to sit to inquire into the land question.

60,840. Has this happened since the first visit of the Welsh Land Commission to North Wales?—It has.

60,841. "Is the agent's fee popularly known as 'cil-dwrn'?"—Yes, they call it so.

60,842. What is the name of this agent?—I have given it—Mr. H. O. Jones.

60,843. And what is his address?—Tyn y Celyn, Cynwyd, near Corwen.

60,844. The following questions are put by Mr. Vincent: "What is the name of the farm rented at 5*l.* 10*s.* over a century ago, now rented at 18*l.* a year?"—Blodnant.

60,845. "To what farms do you refer as having bad buildings?"—On what estate, my Lord?

Chairman—continued.

60,846. It refers to Lord Bagot estate?—They are in Llanfihangel. There is Tyn y Ffordd, for one.

60,847. Is there any other you wish to mention?—Blodnant has been very bad. I think some portion of the buildings there have been bettered a bit. There are two farmhouses that have been very lately re-built, just on the side of the road, in the parish of Llangwm, and Llangwm I should say, now, is in a better condition; it was in a very bad condition three years ago. The same may be said, now, of Llanfihangel again, and that the buildings are in a bad state.

60,848. There is one question of Mr. Vincent's that I had better put to you at once: "Do you mean to say that the fine for not going to the lord's mill was imposed six years ago?"—60 years ago.

Chairman.

That is with regard to the question that Mr. Vincent asked before.

Mr. Vincent.—That is what I referred to in the first question.

Chairman.

60,849. Mr. Vincent's questions continued: "Have you ever heard of the penal clauses of Lord Bagot's agreement being enforced?"—No, I have not heard of them being enforced—only with regard to the dogs. Farmers have been complaining very much that the keepers—that is some years ago (they are not so now)—would not allow them to take dogs out on the mountain. I am talking about the parish of Llanfihangel now; I cannot say about the other portion of the estate.

60,850. "Were you a sporting tenant yourself last year?"—I was.

60,851. "You took 1,000 to 1,500 acres for 40*l.*, did you not?"—I did.

60,852. "And did you keep a keeper?"—I did, but I ought to explain; I had this keeper to kill game for myself—not to look after the mountain so much, but to kill game for me. I took the shooting to re-let again, and have a bit of sport myself, and to go out for the sake of my health—that is the cause of my taking the place.

60,853. Then you were a sporting tenant, and you kept a keeper?—Yes.

60,854. The following questions are by Mr. Owen Wynne: "All the information which you have given to the Commission is hearsay evidence, gathered by going round among the farmers, I take it, and not from your own knowledge?"—It is not all by hearsay. Some is hearsay, and I have letters here to prove the matters—I have private letters here to prove what I say.

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Chairman—continued.

60,855. You have letters there to prove what you have stated?—Yes. The other portion is, of course, from my personal knowledge, such as the tenant I mentioned on Mr. Charles Lloyd's estate. Of course I am not here authorised by the tenant himself to put the statement in, but this is all known to me personally. He is an uncle of mine.

60,856. Mr. Owen Wynne also asks: "Are you a shopkeeper?"—I am.

60,857. "Do you know anything about agriculture yourself?"—Not practically, I do not; but I take much interest in agriculture, and take much notice of what this farmer or the other is doing, and of course I am in a position as shopkeeper to know all the circumstances of the farmer, and I can testify, as I have said, that he is sinking hopelessly into debt year after year at present. The farmer, of course, will tell me things that he will never tell his landlord or anyone else connected with him.

60,858. "Do you hold any land?"—I do not.

60,859. "You must have some oldish people in the neighbourhood if they can distinctly remember things which happened 70 years ago?"—We have—very noted. They remember everything in the parish from, I should say, when they were about ten years of age—not by remembering, so much, but by gathering from their forefathers. I am sure Professor Rhys would enjoy it very much. We have two or three of them in the parish of Llangwm. They are historians.

The witness withdrew.

Mr. E. T. JONES called and examined through an Interpreter.

Chairman.

60,865. Does this statement contain your evidence?—Yes.

60,866. Have you had it read and translated to you?—Yes, in the next room.

60,867. Are you satisfied that it is correct?—Yes.

60,868. Are you willing that it should be read?—Yes.

The statement of the witness was then read as follows:—

Evidence of Mr. E. T. Jones, Bronderwen, Derwen.

I am a freeholder living at Derwen. I formerly owned a small farm called Fron Newydd, in the parish of Llansantffraid, also occupying some land on the Rhagatt estate. When the Agricultural Holdings Act, 1875, came into operation, I was requested by the agent to assent to the exclusion of the Act. I declined to do so, but ultimately agreed. In 1881 I came to Pantygynne farm, Derwen, a farm then belonging to a Mr. Jones, Oaklands, Llanfair Dyffryn Clwyd; and afterwards to Mr. John Jones, Ynysfa, Penrhyndeudraeth. The farm is about 112 acres. The rent was 130*l*. About 100 are cultivated

Sir John Llewelyn.

60,860. Your point, I think, was this, that all these matters rankled and were remembered?—Yes, quite so.

Chairman.

60,861. Mr. Owen Wynne's questions continued: "Do many Nonconformists in your district employ Church-going servants?"—Yes, there are some, and they are allowed to go to Church.

60,862. "Did you inform these gentlemen that you were going to give this evidence, and would it not have been right to have done so?"—That question refers to the evidence you have given with regard to landlords. I did not give them notice. I did not think at all about that matter, or else if I felt that it was right of me to do it I would have had great pleasure in doing so, but it did not come to my mind at all.

60,863. Mr. A. O. Evans asks: "Is Mr. Thomas aware that a sheep-farm of 70 acres was added to Blodnant when the rent was increased?"—Are you aware of that?—The tenant did not tell me so, whatever it might be the case, but I do not know. He said to me the cause of the advance was that he had cultivated the land, and that the house was built.

Mr. Richard Jones.

60,864. One question with regard to a question of Mr. Vincent's: Has Colonel Lynes an agent whose Christian name is John?—No, he has not. His name is H. O. Jones.

Chairman—continued.

land, the rest being waste land. After I had been tenant for three years, I asked for a reduction in the rent. This was refused, but abatements varying from 1*s*. to 3*s*. in the pound were allowed. For four years I repeatedly tried to get a reduction. I told my landlord that I wanted 30*l*. reduction. About six years ago I bought my present holding, leaving Pantygynne a year afterwards. The farm was let to my successor for 110*l*., but I understand that 5*l*. of this represents the rent for game. My present holding is 33 or 34 acres, with good house and fair outbuildings. I bought the place by private treaty, paying 1,600*l*. for it. I paid the whole of the purchase money, and my holding is not encumbered in any way. Since I entered I have re-roofed most of the outbuildings.

Consolidation of farms.—In this district many holdings have been consolidated of late years. If necessary, I will give the names of the farms consolidated. The reason, no doubt, is to save the landlord the expense of building and keeping them in repair. It is the testimony of all farmers in the district that this consolidation decreases the amount of produce yielded. As a general rule, one may say that

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Mr. E. T. JONES.

[Continued.]

Chairman—continued.

small holdings produce more than the large holdings. This consolidation also brings about the reduction of labourers in the district, as in most cases we find small holdings are added to large holdings. Many labourers have left the district on this account. The population is decreasing yearly.

Buildings.—On many farms the buildings are inadequate and unsuitable for the keeping of stock. The farmer is unable to deal with his stock as he otherwise would owing to the unsuitability of the buildings. Many of these buildings are too small, and others are left to fall out of repair, so that in some cases it is dangerous to allow the animals to remain in them. I can mention farms in this district on which inadequate buildings exist.

Freeholders.—There are not many freehold occupiers in the district. The few that are here are fairly successful, and as comfortably off as the tenant-farmers. There are several small holdings owned by their occupiers.

If a Land Purchase Bill was passed, I think many farmers would be very ready to buy their holdings if they were sold at a reasonable figure and a low rate of interest charged for the money lent.

60,869. Do you know the condition of farms well in the neighbourhood?—Yes, I have been in this neighbourhood for the last 12 years.

60,870. What is the present condition of farms?—Do you mean the cultivation of land?

60,871. Yes, is it prosperous or not?—It has not been successful for the last 10 years.

60,872. Do you consider that the rents are too high, or are the farms fairly rented in the neighbourhood?—They are too high to meet the present depression.

Mr. Richard Jones.

60,873. When did you buy this farm. What was the date?—Five years ago.

60,874. What did you pay for it?—1,600*l*.

60,875. How many acres is it?—From 33 to 34 acres.

60,876. Did you occupy this place as a tenant previously?—No.

60,877. Do you know what was the rent of this place?—The rent was higher before I went there, but some of the land that then belonged to it had been sold before I got it.

60,878. What prompted you to buy this farm?—Because I could not pay for the other farm. I saw myself going backwards every year.

60,879. Did you occupy a big farm previously?—112 acres.

60,880. Had you sufficient money to pay for this place?—I had another farm which I sold to buy this.

60,881. You bought this because it was a more desirable place than the place you owned previously?—That was in a highland, and very far from chapel.

60,882. Do you think farms that are situated somewhere near a chapel let better than places

Mr. Richard Jones—continued.

that are further away from a chapel?—There is more call, as a rule, for such farms.

60,883. Do you think that that would weigh with the majority of Welsh tenant-farmers?—It depends a great deal on the size of the family. I had a very large family, and my children were young.

Professor Rhys.

60,884. Is there any difficulty about the tithes in your district now?—There are plenty of complaints about it all the time.

60,885. But they are paid, are they not?—Some pay and some do not.

60,886. Have you a mill as well as a farm?—No.

60,887. Is there a mill opposite your house?—Yes.

60,888. What about it?—Well, the buildings are in a very bad condition.

Sir John Llewelyn.

60,889. You are an occupier of land as well as a freeholder?—Yes.

60,890. How much land?—I only occupy my own farm.

60,891. Have you got any cottage property on your land?—I have one little cottage where a cow is milked and kept.

60,892. Was that a cottage that people used to inhabit?—Yes, always.

60,893. And now a cow inhabits it?—The people who are in the cottage keep the cow.

60,894. Then there are people living in the cottage now?—Yes.

Mr. Richard Jones.

60,895. Is this mill worked that Professor Rhys asked a question about?—Yes.

60,896. Who owns it?—Am I to say?

Professor Rhys.

60,897. Yes, by all means. Tell us all about it?—Jesus College, Oxford.

Chairman.

60,898. There are some questions by Mr Owen Wynne. "Would the farmers, who have had the small farms added to their holdings be willing to give them up, so that they might be made small farms again?"—It is difficult for me to state what the feelings of the farmers are on that question.

60,899. "You own your own farm?"—Yes.

60,900. "Did you refuse to pay the tithes and why?"—Yes, because I thought it was an unjust law.

60,901. "Do you know the agent of the Jesus College estate?"—I believe it is Mr. Clough, of Denbigh.

60,902. This is a question by Mr. Llewellyn Jones. "Could you mention any farms in your district on which the buildings are in a poor condition?"—Yes, I could.

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Mr. E. T. JONES.

[Continued.]

Mr. Richard Jones.

60,903. What are they?—Garw-Fynydd, Fawnogrydd, and Tyn-y-Graig. They are three farms that have been consolidated, and the three sets of buildings are in very bad repair.

60,904. On whose estate?—Mr. Savin's.

60,905. Is he a resident landowner?—He is not.

The witness withdrew.

Mr. W. CORBET YALE called and examined.

Chairman.

60,908. You are owner of the Plas-yn-Yale estate, Denbighshire?—Yes.

60,909. What parishes are you prepared to give evidence for?—For Bryn Eglwys and part of the parish of Llantysilio, in the district of Yale or Iâl.

60,910. What is the acreage of your estate?—1,021 acres.

60,911. Where is it situated?—In the parish of Bryn Eglwys, in Yale.

60,912. Who is the lady of the manor?—Her Majesty the Queen.

60,913. Is there a steward?—Yes, there is a steward; Sir Robert Cunliffe, I believe.

60,914. I believe you are a pure-bred Welshman?—I am.

60,915. You know your countrymen of all classes?—Yes, I do all my business with my tenants and labourers in the Welsh language.

60,916. Do you think that politics, religion, or language make any difference in the relations between landlord and tenant?—Not the least; and I know the neighbouring county well and my fellow countrymen, and I have opportunities of judging and knowing. Besides, some of my neighbours have servants who go to chapel, and so have I sometimes.

60,917. You are a practical farmer for 27 years now?—I am.

60,918. You are your own agent?—Yes.

60,919. And can speak to your tenants in Welsh?—Yes.

60,920. What do you say about changes of tenancy?—They are not more frequent than in former years. I have answered that question at length here, but I need not go into it. Changes are not more frequent.

60,921. Any cases of hardship?—I have had no complaints at all. I am not aware of any.

60,922. Compensation is given in all cases for cutting timber and in resuming occupation and so forth?—Yes.

60,923. Will you give us your agreement?—This is it. [*Producing same.*] I should like to mention that is the agreement I found lithographed when I came into the property, 27 years ago, and a great deal of it is not enforced at all—the penalising clauses and some other provisions.

60,924. You gave your tenants power to destroy rabbits long before the Ground Game Act came into operation?—More than 20 years ago.

Mr. Richard Jones—continued.

60,906. Does he employ an agent?—I believe Mr. Humphreys, of Ruthin, is his agent.

60,907. Is the landlord acquainted with the state of the buildings?—Yes, there have been plenty of complaints.

60,925. Have you any prohibition against ploughing up gorse land?—I have scratched that out of all agreements. It is in the original agreement, but I have long abandoned it. It has not been enforced for 27 years.

60,926. Do your tenants spend much in repairs themselves?—Nothing. The agreement requires them to do small repairs, if a slate becomes loose or anything like that; but they do not even do that, or very rarely.

60,927. You have never had any complaints from your tenants?—No.

60,928. Do you give them a copy of the agreement?—Yes, but I find they are very slow now in taking a copy. I think I may have one or two who have got copies, but I always offer them copies and say they ought to have them, and they always have them in fact, to read them—to show their friends before they come to see me, and if they do not understand it, they bring a Welshman, one of my countrymen, to explain everything.

60,929. Have they all signed it?—Yes, they have all signed it.

60,930. Rent is usually fixed at a gross sum I suppose?—Yes.

60,931. The rent of the small tenants is higher perhaps than the rent of the larger farmers?—Yes, a little.

60,932. What is the average rent of your district?—14s. an acre. It varies from 9s. to 14s. on my farms.

60,933. Meadow land is let at what?—Meadows are let for about 25s. an acre. I have some meadows round my house let at 25s. an acre.

60,934. Your farm rents vary from 9s. to 19s. an acre?—Yes.

60,935. About services. Do they give you a fat goose at Michaelmas?—Yes, they have been in the habit of doing that, and they never complained at all, and two fat pullets at Shrove-time. That is the ancient custom of the property.

60,936. Do they carry a load of coal for you as well?—Yes, they do; but where I buy a farm I do not put these things in, I merely put these things in because I found them in 27 years ago.

60,937. The goose goes with the old farms at any rate?—Yes, but I am not very particular about the goose. I have not had any this year, I mean.

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[Continued.]

Chairman—continued.

60,938. You have not had a goose?—I have not asked for one, I think.

60,939. Do you ever play off one applicant against another?—Never; in fact, they are quite the other way. They are very sensitive indeed. They ask at once: "Has anybody else been after the farm?" Sometimes I am obliged to say, "Well, somebody else has been talking about it." Then they go away at once. If I do not let to that other person, then they have an opportunity of coming again. They never offer me more. They offer me less—as much as they can less—than the rent that I have been having and asking; but they have never offered to give more than I asked—never.

60,940. Of course, you inquire about character and so forth?—Yes. It is very difficult to get at. In fact, as to pecuniary means, it is impossible.

60,941. Have your rents been raised or lowered on your estate?—They are exactly the same as they were in 1822. I have got the valuation of every field showing all the crops, when there were about a dozen acres of wheat on that property—that is all; so that they cannot have suffered from the repeal of the Corn Laws at all, because they did not grow wheat except in very small quantities.

60,942. Have you made permanent or temporary reductions or abatements?—Yes, there is a table handed in. I have made some permanent and some temporary reductions.

60,943. Perhaps you will be good enough to hand in the table?—Yes. I should say I offered the temporary abatements two or three years ago for the first time, without their asking me, which pleased them very much.

60,944. You have given notice of the abatements, of course, to the tenants?—Yes, I do that.

60,945. When does the rent become due, and when is it payable?—I receive them three or four months after they become due—after they enter the tenancy.

60,946. Is the preferential claim for rent an advantage do you think?—A very great advantage. I think it is well that it was reduced. It was formerly six years, I believe. It was well that it should be reduced, but I think that 18 months or two years would have been better than one. I think it is quite fair to other creditors as well, for the landlord loans or lets his land and parts with the possession of it, and it is a very difficult thing to get it back again, and he trusts to the tenant and it protects him as well, I think.

60,947. Now, about poor rates and county rates. Have they gone up or down?—About two years ago, or about that time, they were, I think, about 3s. in the £—all the rates, the highway, poor rates, and everything—and now they are about 2s. 2d. I think for the last two or three years they have been 2s. 2d., and they were three shillings formerly. We have no school boards, I am happy to say, and that accounts for the rates being so low.

Chairman—continued.

60,948. Now, the size of the farms. How large are the farms?—They vary from 45 acres upwards. My largest is 140 acres. I have put down here from 45 to 80 acres. I have several farms about 80 acres.

60,949. You have no consolidation?—No, none.

60,950. Labourers are scarce I suppose?—I do not think that we can complain, although we are so near the works—about eight miles away—that we are rather short, but not very inconveniently so. The farmers, when times are bad, are very glad to have less to pay, I think.

60,951. What are they paid a week?—I pay 15s. and they find themselves.

60,952. Anything more in the harvest?—Yes, I give 1l. in the hay harvest, and 1l. in the corn harvest as a bonus, whatever length of time the harvest may take, I give 4s. or 5s. extra a week during the harvest. I farm myself, I should say.

60,953. Is there any land going out of cultivation?—No, not any.

60,954. There is no considerable change in the nature of the agriculture pursued I suppose in this district: they go on just as they did?—Yes, very much the same. I have a very interesting valuation which shows for every field what the crop was in 1822. It is very much the same except that we have roots now and they had not then.

60,955-6. About improvements. Do you do all the improvements?—Yes, I do all the improvements, and I have drained at the earnest solicitation of my tenants. When they found that I drained so much myself and improved the land so much they asked me to do more draining and offered to pay interest. I asked, after two or three years, for the interest, and they said they really could not pay, and I do not get a farthing now for my drains, not a farthing, and I have not increased the rent either.

60,957. Then what do you charge for gates?—I charge them 1s. 6d., the cost of making them. They are really by the agreement bound to do those things and make gates if I give them the material, but sometimes I have a carpenter to make for me, and I get them done much cheaper in that way. They cost me 1s. 6d. to make, and I charge that to them.

60,958. What do you think a gate will cost you to make?—I can make them for about I think 6s. 6d., not more than 7s., at any rate, but I have often had to pay 10s., and I gave a tenant not long ago 12s. for gates, but they were oak.

60,959. Do the tenants do the haulage?—When I am repairing or enlarging a house to please a tenant, he does the haulage, or if it is very heavy work—new building—what I used to do was to have a good team and do my share to most of it too.

60,960. What do you think of the Agricultural Holdings Act. Is that any use?—I do not think it is with us, but they do know something about it, because I have heard them asking about

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[Continued.]

Chairman—continued.

it, and they know that if they put up a building and give me notice, they will be recompensed. They do know of it, and I think it might be improved very much for the advantage of the landlord and tenant.

60,961. What is the custom of the country in your district as to growing crops?—If wheat is sown, the outgoing tenant gets half the crop, and also is paid for his seeds at a valuation if he has put seeds down.

60,962. You have no tenant-right?—No, there is no tenant-right.

60,963. Will you tell us about game preservation?—I do not preserve. I have only one old keeper, who is as old as myself or a little older, for all my property, and there is no damage done. I have no complaints except just about my covers, and there I put wire netting for my tenant, and make him pleased with that. We only kill about 60 or 70 pheasants on the whole property in the year.

60,964. Is the law of trespass satisfactory?—No. I have heard complaints at Ruthin, or near Ruthin, of a field of grass or clover being very much destroyed and damaged by people going to pick mushrooms. The trespassers were taken before the magistrates, and the magistrates said they could do nothing. It was not worth while to go to the county court. I think there ought to be something else, and I think, further, that the law of boundary fences ought to be looked into. It is a source of great annoyance. The best friend you can have is a good fence; and it is very hard, if A has a fence in good order and B does not do his part of the fence, then A's cattle trespass across into B's land, and B turns them out on the turnpike road, and all that sort of thing.

60,965. Is any attention being paid to agricultural education?—In towns like Corwen, Ruthin, and so on, they give lectures, I believe, on dairy work. I have sent my son, I may mention, to Bangor Agricultural College to learn farming. He has been practising under me for two or three years to learn how to treat the tenants, as a land agent, and I am very pleased with the education he is getting there.

60,966. Are 'railway rates' satisfactory?—I hear great complaints about them. I cannot get manures and feeding stuffs. I decline to do so, because the rates are so heavy, especially if you have anything less than two tons. Two tons is a very inconvenient quantity. Your team may bring a ton and a half and be unable to bring two tons. I have to send nine or ten miles from everywhere, and, therefore, I am very remote.

60,967. Is there any combination in the nature of trades unions among landlords, farmers, or labourers?—I do not know of any.

60,968. Are tenants who have bought their own holdings prosperous?—I know a few freeholders, and I feel confident that they are not more prosperous than the tenants and their neighbours.

Chairman—continued.

60,969. I suppose the tenant farmers work very hard?—Very. I work hard myself. I am a practical farmer.

60,970. Do the children work hard?—Yes.

60,971. Have you ever known children provided for on marriage by the tenant-farmers?—Oh, yes; and their sons, some of them, go into professions, into the ministry of different denominations, and the Church of England, and doctors, too.

60,972. Could the present rents be maintained if the children did not work?—Yes; I have known farms worse than any other farms where they have had too many children; the farm might have been a garden, and it was a bear-garden in consequence.

60,973. Is the cottage accommodation pretty good?—It is sufficient, and the rents are very low. My cottages go from 14s. to 2l. a year, I think. I have only a few.

60,974. Have they got gardens?—Yes, about a third of an acre of garden—all my cottages. I have not many.

60,975. In construction are they pretty good or not?—Mine are very old; but there is no lack of cottages. I have known new cottages to be vacant.

60,976. They hold under you?—Of course my own cottagers do; but my workmen, some of them, live in other people's cottages in the village.

60,977. Where the workmen live in your cottages they are not let to the tenant-farmers?—No, they are not.

60,978. House accommodation is good?—Yes.

60,979. You think that labourers are comfortably housed?—Yes, I do.

60,980. Do they go out of the country much?—No, they only go down to the works, to Brymbo, to the coal works and the iron works.

60,981. When did the present depression in agriculture begin in this district?—I have put in my answer two years ago, but my answer was written two years since; it is about four years ago, I think.

60,982. What are the principal causes of this depression?—Our tying our hands behind our backs and allowing the foreigner to import, under favourable conditions for him, meat and butter and different things. We have no supervision over those countries at all. We do not know what sort of stuff they send us in the shape of butter, and we give them the best market in the world. We have got to pay heavy rates and taxes, and to keep up a good government at a great expense. Further than that they give a bonus to induce their people further to flood us, and the Americans, too. Perhaps a small protective charge might do us some good, and keep the American corn out of this country. Till recent years I have read that their harvests were so abundant that they often burnt the surplus. Now they can send us the surplus, even at no cost at all, hardly—just enough to cover the freight, and 1s. or 2s. a quarter possibly. I am in favour of fair trade.

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Mr. W. CORBET YALE.

[Continued.]

Chairman—continued.

I know it is not popular to talk in that manner, but I am in favour of fair trade—and I am a very old Liberal, I have been a Liberal for 60 years.

60,983. Those are the things you suggest for improving the position?—Yes, and the railway rates ought to be fairer, the foreigner ought not to have the advantage of sending his corn and his stuff from America to London at a cheaper rate than we can send from Ruthin to London. That is not fair.

60,984. And I need hardly ask what the relations are between you and your tenants?—Excellent.

Sir John Llewelyn.

60,985. Has your name been imported into the inquiry before to-day?—What?

Sir John Llewelyn—continued.

60,986. Was not something said about the state of buildings on your estate?—No. I think people say that my buildings are better than my neighbours', but I do not wish to say that. Anyhow I have had no complaints.

60,987. You have a sufficiency of cottage accommodation on your property?—Oh, yes, and there are in the parish and neighbourhood empty cottages.

60,988. Have you had any changes of tenancy on your property?—No, very seldom. I think I have answered that here—that the changes are not more frequent than they were formerly. The fact is, I am very high up. My farm is 1,000 feet—part of it 1,300 feet—above the level of the sea. They make some money in our neighbourhood, and they go down to the Vale of Clwyd.

The witness withdrew.

Adjourned to to-morrow at 9.30.

Mr. GOMER ROBERTS.

SEVENTIETH DAY.

County Hall, Ruthin, Denbighshire, Tuesday, 4th September 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHŶS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. GOMER ROBERTS called and examined.

*Chairman.**Chairman—continued.*

60,989. Where do you live?—At Cefn-y-Griolen.

60,990. Are you a tenant farmer?—I am.

60,991. Do you hold 130 acres without sheep run under Mrs. Naylor Leyland, Nant Clwyd Hall, Denbighshire?—Yes.

60,992. Do you give evidence about the whole of the estates, and the tenants of Mrs. Naylor Leyland?—For myself and other tenants.

60,993. There is one other witness coming on the estate?—Yes.

60,994. Do you think matters are best managed on large estates?—I do.

60,995. And on estates on which the landowner lives?—I do.

60,996. Do politics, religion, or language make any difference between you and the lady who owns the land?—Not in the least.

60,997. And the usual time of entering your farm is the same as we have generally had; and leases are not common?—No.

60,998. Have you an agreement?—Yes. (*Handed.*)

60,999. Is there anything in this agreement to which you object?—No, but we should prefer 12 months' notice to six months' notice.

61,000. You only get six months' notice to quit. That is a very short time certainly. Can you sell hay and straw on your farm?—No.

61,001. I suppose you practically do do it?—No.

61,002. You do not?—No, my Lord.

61,003. Is not that rather hard in these times?—The most part of the Nant Clwyd estate is very inconvenient for selling any produce, such as straw, hay, and roots; and the tenants find it better to consume than to sell.

61,004. With straw at these fabulous prices it is almost waste of money to convert it into manure, is it not?—When it is so very high as it has been last spring it might have been an advantage if a tenant had some to spare, but the case generally is we keep so much stock, and we prepare the stock according to the crops.

61,005. You consume the whole of the crops on the holding?—Yes, the whole on the holding.

61,006. This is your own agreement?—Yes.

61,007. And the tenants can get copies of them?—Yes.

61,008. Is the rent of small holders generally larger than that of larger farms in proportion?—In my opinion it is.

61,009. Now tell us a little about the rent. Do you consider the rent high in proportion to the bad times, or not?—Yes, I do.

61,010. The rents generally in the neighbourhood are too high in your opinion?—Yes, in my opinion.

61,011. And they ought to come down?—They ought to come down.

61,012. They will probably come down?—Most likely.

61,013. Have farmers a very hard time of it to make both ends meet?—Very.

61,014. This is a personal question, and you need not answer it unless you like, but have you made any money during the last 12 months off your farm alone?—I have not.

61,015. Have you paid the working expenses of the farm?—I have.

61,016. But no more?—No more.

61,017. There was nothing left for yourself and your children?—Nothing.

61,018. And nothing, left to put by?—Nothing.

61,019. You managed to live and pay your rent, that is all?—That is all.

61,020. There was nothing left for yourself?—Nothing.

61,021. Do you think the rents generally in this neighbourhood are too high?—I believe so.

61,022. What is the usual rent on average lands in the district?—On upland farms it averages from 8s., or it may be less than 8s., to 12s. 6d., and on low lands—in this statement I mean our lowlands; that does not mean the same as lowlands in the vale here—what we call the lowlands are from 400 to 600 feet above the level and the uplands are from 800 to 1,000 feet above the level.

61,023. We are told that the land in the Vale of Clwyd is about the finest land in the Princi-

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Mr. GOMER ROBERTS.

[Continued.]

Chairman—continued.

pality. Is that so?—Well, a great many think so, but I do not think it is.

61,024. You do not think it is better than in other parts of the country?—If we take the Vale of Clwyd, I do not think it is as good as other valleys.

61,025. That is your opinion?—That is my opinion.

61,026. Are there any services besides payment of rent which are enforced by Mrs. Naylor Leyland?—There is a clause in the agreement that requires one day's haulage for every 50*l.* rent annually—one man and two horses, if called upon to do so.

61,027. Where is that in your agreement?—It is under the special conditions at the end.

61,028. Just read that out?—"One day's haulage for every 50*l.* rent annually; one man and two horses if called upon to do so." But I may state that it is not very often we are called upon to do it; perhaps once in two or three years.

61,029. But if you are called upon to do a day's work you are obliged to do it?—Yes.

61,030. There is no question about it. It may be very inconvenient, but it has to be done?—Yes, it has to be done if called upon.

61,031. You think that ought to come out of the agreement. You think, perhaps, that is rather hard to be in the agreement?—No.

61,032. You do not object to it?—No, I do not object to it.

61,033. What reductions or abatements have you had on your farm?—In my case I became a tenant on that estate 10 years ago. I understand there was an abatement in the year 1880 or 1881—I am not quite sure—of 20 per cent. That is not in my statement.

61,034. We need not go back to that; let us take your own case. What happened in your case?—Our rents were reduced at Lady Day, 1886. I believe it was a general reduction of about 15 per cent., it may be more or less, and we have received an abatement of 10 per cent. from 1885, and on the reduced rent since Michaelmas, 1892. There is a bit of an error in my statement, but I did not find it out until I had sent it in. We have received abatements of 10 per cent. since Michaelmas, 1892, up to now, and our next rent audit is next Friday, and we have had notice that we are going to get it this time.

61,035. That is very good. What permanent reduction can I put down that there has been on your farm. Is there anything permanent?—Yes.

61,036. Just tell me what the permanent reduction is?—10*l.*

61,037. How many acres have you?—130 acres.

61,038. Do you mind stating the rent?—The rent in this agreement is 70*l.*, but what I really pay is 60*l.* I get an abatement of 10 per cent. from the 60*l.*

61,039. I am putting down that you have 130 acres and 60*l.* rent?—Yes; what I pay is 60*l.*

Chairman—continued.

61,040. What did you pay before?—70*l.*

61,041. You have 10*l.* reduction on the 70*l.*?—Yes.

61,042. Is there any other reduction on the 60*l.*?—Abatements of 10 per cent. on that since Michaelmas, 1892.

61,043. How about the local rates. Have they increased or not?—No, they have not increased, but very slight. On the average I do not think they have increased.

61,044. Have you ever sub-let any portion of your farm?—No.

61,045. When do you pay the rent?—Five months after it is due.

61,046. Are labourers plentiful or scarce?—Scarce.

61,047. Is there any land going out of cultivation?—Upland and inconvenient land is going out of cultivation.

61,048. There has been a good deal of land laid down to grass, I take it?—There has been in the last 10 years more than before that time.

61,049. Because of the low prices of grain and high rate of wages?—Yes.

61,050. And there are more cattle and sheep reared than there used to be?—Yes.

61,051. Do you do any dairy farming?—Not in the same way as they do in Cheshire. In our case it is mixed farming. We depend a little upon almost everything.

61,052. I take it the landlord does most of the improvements?—Yes.

61,053. Now tell the Commissioners what improvements you do yourself. Have you done anything on your farm to improve it?—I have in the way of manuring and putting down grass land.

61,054. You have put down grass land?—I have.

61,055. If you left the farm you would not have the right to plough up that land?—Yes, according to the agreement.

61,056. And you would be compensated for not ploughing it up?—I believe I should.

61,057. But you have no right to be compensated?—I have no right to be compensated for what I put down in seeds, but I have according to the special condition for what I spend in manures.

61,058. Are you satisfied with your agreement on the whole?—I am.

61,059. Does Mrs. Naylor Leyland preserve the game very highly?—She does preserve game.

61,060. Have you any trouble about it?—No.

61,061. Have you got a shooting tenant, or do any of the family shoot over the land, or is it let?—Not let, but it has been let once or twice.

61,062. Do the tenant farmers in the district object to the shooting being let?—Yes.

61,063. They do not mind preserving in moderation for the landowners, but they object

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Mr. GOMER ROBERTS.

[Continued.]

Chairman—continued.

to a second rent being asked for the land?—Yes.

61,064. And sometimes they are troubled with keepers?—I never had an instance of any trouble with keepers when they were in Mrs. Naylor Leyland's employ, but when they followed the shooting tenant I had trouble.

61,065. Do the shooting tenants ever go into standing corn?—I have seen them in my own standing corn.

61,066. Without your leave?—Without asking me, and after they had come out of it they denied that they had been there.

61,067. Did they take the dogs there?—Yes.

61,068. And did a certain amount of damage?—It is impossible for them to go into standing corn without doing damage.

61,069. And dogs do a great deal of damage in the corn?—Well, yes, but there was never any trouble when the owner was shooting there.

61,070. I may take it that the farmers in this district would not object in any way to their landlords sporting over the farms?—No.

61,071. Is yours a hunting country; do the hounds come over your district?—No.

61,072. Is there any objection to hunting?—I would object to it.

61,073. You have never heard any opposition to it from the tenant farmers?—For the last 40 years at least there has been no hunting in our district.

61,074. Who hunts the country now?—No one hunts our district.

61,075. Who hunts the nearest hounds?—Sir Watkin, I believe.

61,076. It is all Sir Watkin's?—I believe so.

61,077. Have you ever thought anything about a land court?—I have.

61,078. What is your opinion about a land court?—That it is necessary in case of a failure to agree as to terms and as to the rent between landlord and tenant. I may also state, because I am appearing for others as well as myself, that there is a division of opinion on that point amongst the tenantry; some believe that it is not required, and some believe that it is required.

61,079. I take it that on an estate like yours where the relations between the landlady and the tenants are good, it would not be taken advantage of?—I do not believe it would.

61,080. You think it would be practically what is called a dead letter, that it would not be taken advantage of on good estates?—No, I do not think so. I may say on our estate that I have never known a case but that it could be settled friendly between the agent and the tenant.

61,081. And on an estate like Sir Watkin's estate, with Colonel Hughes as agent, it would never be taken advantage of?—I do not think it would.

61,082. And you do not think it would cause any bad feeling between the landlord and the tenant if such a court was established?—I cannot see that it would.

Chairman—continued.

61,083. On the other hand, if a landlord was hard on his tenants you think it would be a fair thing that there should be some court to go to where a final settlement might be made?—That is my opinion.

61,084. You say that there is a division of opinion about this?—Yes, there is.

61,085. But you think that more farmers in your district would be in favour of a land court than would be against it?—Yes.

61,086. Do you think, as we are often told, that if a land court were established, all the landlords would leave the country, and go and live in London, or go and live abroad?—No, I do not believe it, I cannot see that it would make any difference at all. A good landlord and a good tenant can agree quite as well with a land court as without it.

61,087. You do not think that the landlords would cease to take the present interest they do in their tenants?—No, I do not believe it.

61,088. Foreign competition and high railway rates have been very injurious to the agricultural profession, have they not?—They have.

61,089. Have you any other recommendations to make besides the establishment of a land court?—Yes, in the way of agricultural education. In my opinion, we farmers as a class have not enough science of agriculture. We have the practice, but we have not the science, and I believe more could be done in this way than by putting protection on any foreign produce. I would recommend a further extension of the Merchandise Marks Act. I believe it would be in the interest of the Welsh farmer that foreign goods ought to be marked as foreign goods, and not pushed on the purchaser as British or Welsh, especially in the case of mutton and butter. In our district we have had the assistance of a few lectures, organised by the Bangor University. I think they have done much good, and, in my opinion more education in that respect would be very desirable.

Mr. Griffiths.

61,090. Why would you like to have 12 months' notice in preference to six months. What is the reason for it?—My reason is this. On some estates in this part there is 12 months' notice, and on the others, six months' notice, and in the case of the tenant changing he might be under a disadvantage. Suppose I was leaving on six months' notice, I might be six months out of a farm.

61,091. That is a very good reason. Do farmers as a rule take their improvements out from a farm in 12 months. Does a farmer as a rule take what he has laid out on the farm along with him with 12 months' notice—I mean in improved farming?—No.

61,092. Twelve months' notice is short enough, is it not?—Yes.

61,093. Rather too short?—Yes.

61,094. Is any part of your farm down in the vale?—No, my farm is between 800 and 950 feet above the sea level.

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[Continued.]

Mr. Griffiths—continued.

61,095. You have had an abatement of your rent, I see, of 10 per cent.—We have.

61,096. Do you consider that abatement is sufficient to meet the present depression?—No.

61,097. It is not sufficient, but you are pleased that your landlady should meet you?—Yes, we are very much obliged.

61,098. Still you would rather see old times with the high rent, would you not?—I would.

61,099. You say that you improve your farm by manuring and laying down to grass. Does the landlord ever assist in giving seeds, and so on?—I may state in my case it was laid down in this way: I did not know the country well when I came there, and I tried it as an experiment, and I find it does answer well. No doubt, if I had asked for the seeds, I should have received them.

61,100. But you never made an application?—I never made an application, because I tried it as an experiment on my own account.

61,101. Some landlords do it, but when the landlords do, they generally put a clause in that you are not to plough up that land again?—They generally do that.

61,102. Do you find other tenants have much trouble with game?—No.

61,103. You do not know of any in your neighbourhood?—No.

61,104. With regard to agricultural education, do the schoolmasters in this district teach agricultural chemistry?—Yes, some.

61,105. In night schools?—No, not at night schools, but there are some teachers in the district qualified in that respect.

61,106. Do they get any grant from Government for the pupils they are able to pass?—I cannot answer for that.

61,107. In our part of the country some schoolmasters do uncommonly well. I know one teacher who has earned 48*l.* last year, and who is earning much more this year in that respect?—I cannot say for that.

61,108. Do you think the farmers' sons would attend the classes if they were held in the evening?—I believe they would, and I believe it would be a most desirable thing, because, as a rule, I may say in this district the science of agriculture is very backward.

61,109. Then, with regard to the foreign goods, you recommend that they should be all marked, so as to distinguish them as foreign goods?—Yes.

61,110. Is there any margarine coming to this part of the country, instead of butter?—No, not in the country. There may be in the towns, but we are obliged to sell our produce. It goes down to the collieries, and Manchester, and far from here. No doubt we have to compete with margarine, but not at our own doors.

61,111. Do you ask any of your butter, or do you sell it by the pound?—The rule of the district is generally to tub it for four or five months in the summer.

61,112. How much a pound can they get for it at that time?—For the last few years it has been awfully bad to sell. It has been as low as

Mr. Griffiths—continued.

7*d.* a pound. I think the average price for the last four years was 10*d.* or 10½*d.*

61,113. It has been much higher?—Yes, as high as 16*d.*

61,114. What do you think is the cause of its being lower?—For the last season no doubt it was the importation of Danish butter.

61,115. Cannot you make butter in this part of the country as well as Danish butter?—I am afraid that our dairy system is not up to the Dutch system now.

61,116. What kind of dairies have you? Have you convenient roomy dairies?—Our dairies are not the same as they are made in Cheshire, and such dairying parts, where they live principally on dairying. We do not live particularly on that here. It is one out of six or seven other products.

61,117. Are most of them in the most suitable part of the dwelling?—I believe they are.

61,118. Is there a room opening from the living room into the dairy, or is it detached from the house?—Well, it is a part of the house; but I have not seen a dairy that opens from either the kitchen, the parlour, or anywhere.

61,119. There is butter-making taught in this neighbourhood, is there not?—Further down the vale there is a dairy school.

61,120. There is a school at Denbigh, I know, and they have a travelling dairy?—Yes.

61,121. Do many of the farmers attend the lectures?—Yes.

61,122. Do any of the servants attend the lectures?—Yes.

61,123. Do you think the lectures are rather too scientific? Do the people understand them well?—It all depends upon the lecturer. In our case they were explained remarkably well.

61,124. Would the farmers freely ask questions of the lecturer?—The younger ones would. The older ones are a bit conservative in that respect.

61,125. Rather backward; they cannot talk English quite as well as the young men, I suppose?—The lectures were in Welsh.

61,126. Who was it gave the lectures?—Mr. John Owen.

61,127. Then they were very good, and they could understand them fully?—I think if these colleges appoint a lecturer at all for Wales, he ought to be able to converse in Welsh, otherwise he is no good at all.

Mr. Richard Jones.

61,128. Has Mr. John Owen resigned his appointment at Bangor?—I am afraid he has. There is an advertisement for another one.

61,129. Is there any other lecturer at Bangor who is able to deliver Welsh lectures?—There may be, but Mr. John Owen used to attend our district. He was the lecturer from Bangor College that attended our district.

61,130. It is very important to have a Welsh lecturer in this district?—It is the all important thing—of course provided that he has the science himself.

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[Continued.]

Mr. Grove.

61,131. You say that for the last year or two you have just managed to pay expenses, and that only, or thereabouts?—Yes.

61,132. Are there any members of your family—any children—who help you in the labour?—No.

61,133. So that you had to pay for your labour?—Yes.

61,134. Are there many farmers in your district who have bought their own farms?—Very few.

61,135. And did those who have bought their farms buy them, so far as you know, with borrowed money?—So far as I can recollect there were only two farms bought in the last 10 years, and they were bought by tenant farmers; but they preferred to let them afterwards.

61,136. Were they the sitting tenants—were they the tenants who occupied the farms?—No.

Professor Rhys.

61,137. What becomes of the farmers' sons who cannot get farms themselves; suppose a farmer has four or five sons—they could scarcely get farms every one of them—what becomes of them generally, what trades do they take to?—Different trades; one may be a mechanic, or shopkeeper, or draper, or grocer.

61,138. Are the farmers able to give their sons a fairly good education?—Only elementary, as a rule.

61,139. Is there a good elementary school in your district?—Yes.

61,140. Which is it?—It is the Llanellidan National School.

61,141. Have you any servant men upon your farm?—I have,

61,142. How many?—Three regularly.

61,143. Three servant men?—Three servant men regularly.

61,144. Where do they sleep?—Two of them sleep in the house, and the other is a man that lives in a cottage.

61,145. He has a cottage of his own on your farm?—Not on my farm. There is a cottage on my farm, but he does not live in that. He lives in a cottage near.

61,146. You have two servant men living in the house?—Living in the house.

61,147. Have they a separate entrance; can they come in at any time of night that they like, or do they come in through the same door as yourself?—There are different doors, but only one staircase.

61,148. So that you have got command of the house?—I have.

61,149. So that they must be in by a certain time?—They must.

61,150. Is that the usual arrangement in the district?—I believe it is.

61,151. At some places we have heard that the servant men sleep in rooms in the outhouse?—I do not know of a case.

61,152. Not in your neighbourhood?—Not in our neighbourhood.

Professor Rhys—continued.

61,153. You have been brought up as a farmer?—I have.

61,154. In that neighbourhood?—No, in Merionethshire.

61,155. You have been in your neighbours' houses in that neighbourhood I dare say, and you know how they live, do you not?—I do.

61,156. Would you mind telling me what is the usual fare of a small farmer and his family; what they have for breakfast now. I have been asking this kind of questions in different districts, because we like to compare the different ways of living. I dare say they live very much better with you than in some parts of the country?—They have generally (I am sure you will understand me) *bara llaeth* or *potes* the first thing.

61,157. *Bara llaeth* is bread and milk?—Yes.

61,158. *Potes* is a kind of soup or broth?—Yes.

61,159. What is it? It is not porridge?—No. Afterwards they have bread and butter and tea.

61,160. That is for breakfast?—For breakfast.

61,161. When is the next meal, about the middle of the day, 12 o'clock or one o'clock?—12 o'clock.

61,162. What do they have then?—Meat always, bacon or mutton or beef.

61,163. Do they have salt meat or fresh meat?—Salt meat generally, and fresh meat on occasions.

61,164. I suppose they kill a cow or an ox, and they kill some sheep themselves, do they not?—Sheep mostly.

61,165. How often do they have fresh meat—on Sundays?—Well, it is impossible to answer that because it depends on circumstances. It has been in this way: the last few years beef was so very low in price and perhaps the farmers would come to market and the butcher would push on them so many pounds of beef at a very low price—at a lower price than you could cure your own bacon.

61,166. You have mentioned bacon, by the way. I suppose farmers cure their own bacon?—All of them.

61,167. They eat some bacon, do they not?—Yes, that is the backbone of the meal.

61,168. At dinner time?—Yes.

61,169. Do they have anything in the afternoon?—Yes, bread and butter and tea, that is the general rule.

61,170. Is that in the house or in the fields?—In the house when it is practicable; in the summer times we take it down in the fields.

61,171. Then what meal have they after that—supper?—Yes. That is just the same thing as the first course for breakfast—they always have that for supper.

61,172. You did mention porridge I think?—I believe there is less of that used in this district than in Merionethshire—a good deal less.

61,173. The district is not famous for its porridge then?—For my own part I do use it.

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[Continued.]

Professor Rhys—continued.

61,174. But you are a Merionethshire man?
—I am.

61,175. You do not find that the farmers round about eat so much porridge in your district as they do in Merionethshire?—No, they do not.

61,176. The bread you have is good, I suppose; is it wheat or barley?—All wheat for the last few years.

61,177. Do they make much oatmeal bread?
—very little in this district.

61,178. More in Merionethshire?—More a good deal.

Sir John Llewelyn.

61,179. Is Mrs. Naylor Leyland's estate a very large one?—I cannot say.

61,180. How many tenants are there upon it?
—I believe there are about 60.

61,181. Do you know of any instances of farmers who are afraid of coming forward to give evidence?—No, I cannot mention a specific instance.

61,182. You have heard it so stated, perhaps?
—I have.

61,183. Do you think there was any ground for it?—In our district I do not think there is, but I believe there is in other districts.

61,184. You are satisfied with your agreement?—I am.

61,185. Even though there are some what I call restrictive clauses?—Yes.

61,186. You do not think they are unduly enforced?—They are never unduly enforced on our estate.

61,187. Do you think as a farmer that you could get substantial justice from your landlord?
—I would.

61,188. In what way do you think a land court would benefit you?—I do not think it would benefit me personally.

61,189. You put it extremely fairly that you thought a good landlord and a good tenant would agree equally well without it?—Yes.

61,190. But that for others it might be useful?
—It might be useful.

61,191. You put it I think in a sensible and fair way, but I should very much like to know your view with regard to the answer which you yourself gave as to what your opinion of the constitution of a land court is. The words which I think you used were that it would be necessary in case of a failure to agree "as to terms of rent" between landlord and tenant?—As to terms and as to the rent, I believe it is.

61,192. I understand you to say that it is as to terms and rent?—Yes; that is what I meant.

61,193. Then I want to ask you how you think the rent ought to be assessed. Do you think it should be assessed on an average of years?—Yes; on an average of years.

61,194. I suppose it would not be just to assess it on the best season—the highest season?
—No.

61,195. Or on the worst season?—No.

61,196. But on an average?—On an average.

Sir John Llewelyn—continued.

61,197. Do you think it would be possible to assess the rent on a sliding scale?—I believe it would lead to a great deal of friction to fix it on a sliding scale.

61,198. Then if it is left to a court or any third party, how would it be assessed?—By valuers.

61,199. Over a series of past years?—In my opinion it could only be assessed by practical valuers in a case of disagreement between a landlord and a tenant, on account of what the farm was worth; it could only be valued the same as anything else.

61,200. No, because anything else you can value upon the past, and here you want to value upon the prospective future. You see rent is to be in the future; anything else that it is wished to value is a thing that is there and in the present, and you can value the existing thing?—But any other commodity is valued not exactly in the present, but in the future; suppose a lot of sheep are valued or a lot of cattle.

61,201. You have the value there?—Yes; but they do value them in some respects according to the future.

61,202. And you think the same might be done with regard to the land?—I do.

61,203. How would you guard against a landlord going to a court in an exceptionally good season, or against a tenant going to a court in an exceptionally bad season?—Well; I must say I have not thought of it in that light.

61,204. Do you think that the sliding-scale arrangement is impossible?—I do not think it is impossible.

61,205. But you think it would lead to friction?—Yes.

61,206. Are there any instances that you can speak of, of difficulty in adjusting arrangements between landlord and tenant?—Not in our district.

61,207. We have heard of some instances being referred to arbitration?—I do not know of one.

61,208. You do not know of any?—No.

61,209. Then there has been no difficulty in your neighbourhood with regard to private arrangements between landlord and tenant?—No.

Mr. Richard Jones.

61,210. Just one question: you say that you think the existence of a land court would not benefit you personally nor tenants on estates of good landlords. I think you said that, did you not?—Yes.

61,211. I do not know whether it has occurred to you, but I put the question to you in this way: do you not think that the existence of a land court would strengthen the tenants to deal with their landlords, and that the landlords would not be so exacting on a question of rent, knowing there was such a thing as a land court in existence?—That is my opinion.

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[Continued.]

Mr. Richard Jones—continued.

61,212. You think it would strengthen the tenants in dealing with their landlords?—Yes, and I do not believe it would lead to any ill-feeling between them.

61,213. That is your opinion?—That is my opinion.

61,214. Sir John Llewelyn put to you a question as to how you would assess the rent of a farm—whether on the past, or whether on the future. Would you not take the present value of a farm?—Of course that would be the first thing to take into consideration—the present.

61,215. The present value of the farm, according to the price of stock and produce?—Yes, according to the price of stock and produce.

61,216. And the price of labour would you take into consideration also?—Yes.

61,217. Do you think it is possible to fix the rent, say, for five or seven years?—I do not believe it ought to be fixed for more than five.

61,218. Because of the fact that prices fluctuate so much?—Yes.

61,219. Do you think that justice is more likely to be done between a landlord and a tenant by fixing the rent for a short period of five years, than it is at the present time, for a period of, say, 50 years?—I believe so—justice to both.

61,220. You think that it would be more equitable to both parties than the present method of fixing it?—Yes.

Sir John Llewelyn.

61,221. Might not that be arrived at by a system of five years' leases?—No, I cannot say it would lie in the same way. Supposing the rent of a farm were fixed, say, by valuers, it may turn out a great deal too low, or too high—it may turn out so. With a lease, every party is obliged to stick to it, but I cannot see that the other would lead to any unfriendly relations between the landlord and tenant afterwards; they might arrange, and supposing the price was too high, the landlord might step in and say, "I will allow you so much;" and the tenant on the other hand, if he considered it too low, might say to his landlord, "It is too low, and I will give you more."

61,222. I am much obliged to you. Your evidence is given in an extremely fair spirit to my mind, and I want really to follow what is in your mind as to how binding the decision of a land court would be, if there was one, without a lease, because surely, if I understand you rightly, the arrangement of five years is to be binding between landlord and tenant, just as a lease might be. I suppose the decision of the land court would be binding for five years upon both parties?—The decision of the court is binding, but, in my opinion, the appealing to the court between a landlord and tenant ought not to interfere with their friendly relations as

Sir John Llewelyn—continued.

landlord and tenant. We have had cases of arbitration as to the farm stock, and things of that sort, and it does not lead to ill-feeling; we do that generally when one tenant goes out of a farm and another goes in; two practical men are told to value it, and even if the valuation is not satisfactory to either party, I do not see that it leads to ill-feeling.

61,223. I am not intending to suggest anything of the kind, far from it. I want to know from you whether you think the decision of the land court should be binding upon landlord and upon tenant. Say they fix what is called a fair rent for a period of five years, as you told us it was your opinion the time should be?—Yes.

61,224. It should be equally binding upon landlord and tenant?—Yes.

Professor Rhys.

61,225. Just to bring you back to the kind of questions I have asked you before, you pointed out an important difference between the fare of the people in the district where you live now, and in Merionethshire, where you come from. Which kind of food do you think tends to produce the better race of men—the stronger men—the Merionethshire food or the food that they eat in the district you are in now?—My opinion is the less tea that they get, and the more milk and meat the better; that is the strongest food and the best.

61,226. You said that they do not eat much porridge, and that they eat more in Merionethshire?—They do.

61,227. What is the result of that, do you think?—I believe they are healthier and stronger.

61,228. You mean those who live more as they do in Merionethshire?—Yes.

61,229. You notice that in your district?—Yes.

Chairman.

61,230. I have some questions to put to you from Mr. Owen Wynne, Mr. Llewellyn Jones, and Mr. Vincent. Mr. Owen Wynne asks, "If anything is wanted would not an official arbitrator suffice?" Do you understand that; that is, if any arbitration is wanted, would not an official arbitrator be sufficient?—In my opinion a court consisting of three or five or seven would be more able to value a farm than one.

61,231. "Have you any cause at all for complaint, either against your landlady or her agent?"—I have not, my Lord.

61,232. Mr. F. Llewellyn Jones has handed in the following questions: "Was there formerly a limestone quarry on the estate?"—There was.

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[Continued.]

Chairman—continued.

61,233. "Was not this quarry a great convenience to the tenant farmers in the district?"—Yes.

61,234. "Has this quarry been closed lately?"—It has been. It was worked by a company.

61,235. The quarry has been closed lately?—It has been worked by a company, I believe—I am not quite sure—on a lease, and that lease came to an end, and that is how the quarry was closed.

61,236. "Did the quarry belong to Mrs. Naylor Leyland, of Nant Clwyd?"—It did.

61,237. "Have you heard any complaints in the district with reference to the closing of the quarry?"—I heard no complaints, but at the time it was rather inconvenient for the tenants and for other districts, but since that there is a great deal less lime used on the land, and other manures are in my opinion used to better advantage than the lime.

61,238. "Do you know whether the late tenant of Pwll Naid has lived there for 28 years?"—I do not know how long he lived there.

61,239. "Had he improved the farm in various ways?"—Well, there might be a difference of opinion upon that point.

61,240. "Did his widow receive any compensation for improvements?"—I cannot answer that question, but I believe she did receive compensation.

61,241. All these questions relate to the same farm, "What was the former rent of this farm?"—I cannot say.

61,242. "Did the tenant, David Jones, die in 1890?"—I believe his name was Robert Jones. I believe he did die then, but I am not quite sure of the date.

61,243. "Do you know whether his widow applied for the farm?"—I do not know.

61,244. "Was she accepted as a tenant." She could not have been if she did not apply; so that those questions need not be put. Questions by Mr. F. Llewellyn Jones continued, "Was a new agreement brought to the various tenants on the estate some five or six years ago?" That is on the estate on which you are?—There was, on the death of Colonel Leyland when Mrs. Naylor Leyland succeeded to the property, and an agreement between the tenants and her was arrived at.

61,245. She was the widow of Colonel Leyland?—She was the widow of Colonel Leyland.

61,246. "Do you know whether this agreement was brought, a few days before the date on which the notice to quit should be served under the old agreement?"—The agreement was brought round in November, but it was actually the same (except in one simple clause) as the one that we had before. The only difference was as to the rent; it was made on the reduced rent, there being a fresh landlord or landlady.

Chairman.

Do you press the next question Mr. Jones?—(Mr. Llewellyn Jones) Yes, my Lord; I think it should be asked.

Chairman.

61,247. "Had the messenger who brought the agreement to the tenants a notice to quit for service upon any tenants who were reluctant to sign?"—Can you answer that?—I cannot answer that. See 63,943

61,248. What was the new clause in the agreement?—It was a little different, or it may be there were two clauses consolidated; I believe that was it. It was the last sentence in clause 17: "And will not have, or suffer to be, on any part of the said farm any stock of which he is not the sole and absolute owner without the written consent of the said landlady or her agent." That was the only difference.

61,249. It was to the effect that he was not to take an interest in stock without the consent of the landlady or her agent?—Yes.

61,250. Mr. Llewellyn Jones' questions continued: "Would you not prefer an agreement without the restrictive clauses?"—I believe in my case I should not, because I am sure they could not enforce whatever you call restrictive clauses. In my case I farm up to this agreement, but it is my opinion that an agreement with half these clauses would be quite as good.

61,251. You mean quite as safe for the landlord?—Quite as safe for both.

61,252. "Might there not be a danger of these clauses being enforced in case of a new landlord and agent, who might not be on such cordial terms with the tenants as the present landlady and agent?"—There may be.

61,253. Mr. Vincent has handed in the following questions, some of which are with regard to the land court: "If the tenant was dissatisfied with the rent fixed by the court he could leave his farm, could he not?" That is to say, it would be in the power of the tenant to leave his farm if he were dissatisfied with the rent fixed by the land court?—I cannot answer that question. According to the custom now he might leave; but it is another thing when a land court is established, if it will ever be established. It may be there will be a rule —.

61,254. To prevent a tenant leaving?—I do not know what he means by that question. A man is not likely to go to the land court on the point of leaving his farm.

Chairman.

No. What Mr. Vincent means, I think, is, that supposing the land court fixed a rent at a certain price and the tenant was dissatisfied, he need not go on farming the farm. That is what you mean, is it not? (Mr. Vincent.) That is it, my Lord.

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Mr. GOMER ROBERTS,

[Continued.]

Chairman.

61,255. There is no obligation on him to remain?—I would not answer that question, because I do not know its meaning.

61,256. You would rather not commit yourself by answering that question. Then Mr. Vincent's next question is: "If the landlord was dissatisfied with the rent fixed by this court he could not leave, could he?"—That is a brother of the last question.

61,257. "If there was a court, do you not think some of the best landlords would put their tenants into that court at once?"—No, I do not think so.

61,258. You do not agree with that?—No.

61,259. "What encouragement would a landlord have to spend money in improvements if there were a court of that kind?"—This encouragement: that even a good landlord might be saddled with a very unsatisfactory tenant, and he could apply to the land court for the fixing of terms and rent; he would have that encouragement.

61,260. Do I understand you to mean that the landlord would have a better chance of getting his rent from a bad tenant with a land court than he has under the present conditions?—Yes, and better terms.

61,261. Mr. Vincent's questions continued: "An agreement without restrictive clauses might serve very well with a good tenant like you, but what about the bad tenant?"—I am of opinion there ought to be some restrictions so as not to let a man run a farm down to make it less valuable. There ought to be some restrictions. I do not say they ought to be as severe as they are in most agreements, but I say the landlord ought to be protected against a tenant who would take a farm, run it down for three or four years, and then leave it.

61,262. Mr. Vincent asks: "A bad tenant can do some mischief, can he not?"—He can.

61,263. Then I will put a question from the chair: one reason that you think a land court ought to be established is for the protection of a landlord against a bad tenant, just the same as the protection of a good tenant against a bad landlord?—Exactly, my Lord.

62,264. I follow your meaning. Mr. Owen Wynne asks: "Referring to Professor Rhys' question on the subject of food, do you not think the Merionethshire men are far superior to those of the Vale of Clwyd?"—No, if he drew that from what I said it was a wrong calculation. I did not say that; I say this in answer to Professor Rhys' question, that I

Chairman—continued.

believe that that sort of food is better and healthier than what is used mostly in this district.

61,265. The food used in Merionethshire is more nourishing food than what is used in this Vale?—Yes.

Mr. Griffiths.

61,266. Is it not the fact that the conditions of a Welsh land court have not yet been written?—Yes.

61,267. Then we are going a little too fast, are we not?—Well of course we cannot make it up here.

Mr. Richard Jones.

61,268. What was the object of inserting that clause in the agreement on Mrs. Naylor Leyland's estate?—I cannot answer that question.

61,269. Were there any of the tenants in the habit of taking sheep to winter?—Not to my knowledge.

61,270. Was it thought to be a hardship by any of the tenants?—It was not at all.

61,271. No complaint was made?—I have never heard of a single complaint against it, but it was pointed out, at the time of this agreement, that it was different or additional to any clause that was in the old agreements. It was pointed out in that way.

61,272. Just one question, about the land court: Difficulties have been pointed out to you by Sir John Llewelyn, that possibly if the rent was fixed for a period of five years prices might fluctuate, and in one year it might work badly for the tenant, and in another year it might work badly for the landlord. Would you, to meet cases of that kind, give the landlord and the tenant power of appeal, within the period of five years, to have the rent altered, that is, to work in the principle of a sliding scale, without having the actual sliding scale; would that meet the case?—I believe it would.

61,273. Of course it has been pointed out to us repeatedly that a sliding scale would not work because there is such a difference between the price of a good product and the price of a bad product, that it would be very difficult to settle the price according a sliding scale?—Yes.

61,274. By the means suggested you would have the principle of a sliding scale without having the actual sliding scale?—Yes.

Mr. ENOCH JONES (of Hendre Isá) called and examined through an interpreter.

Chairman.

61,275. Is this your statement?—Yes.

61,276. Has it been interpreted to you?—Yes.

61,277. You perfectly understand it?—I understand it as it was said to me.

61,278. Have you any objection to its being read aloud in English?—No.

Chairman—continued.

The following statement of the witness was then read:—

Evidence of Enoch Jones, tenant farmer, of Hendre Isa farm.

Acreage of holding 67a. 2r. 26p. No sheep run. Owner, Mrs. Naylor Leyland.

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Mr. ENOCH JONES.

[Continued.]

Chairman—continued.

61,279. Have you any objection to state what rent you pay for the 67 acres?—I have no objection.

61,280. What is it?—My rent is 90*l.*; but it has been reduced to 70*l.*

61,281. The present rent is 70*l.*?—The present rent is 70*l.* They have also given me an abatement on that of 10 per cent.

61,282. 10 per cent. on the 70*l.*?—Yes.

Statement continued.

I wish to give evidence touching the Nant-clwyd estate.

I think matters are managed best on estates on which the landlords reside.

Politics, religion, or language make no difference whatever between me and my landlord.

Date of entry for the land, 30th November; for the house, 1st May.

Agreements are the most common.

I know of no cases in which tenants have asked for leases and been refused.

Agreements quite as safe under landlords of large estates.

I do not object to any part of my agreement (*agreement produced*).

Tenants can obtain a copy of their agreements.

Agreements are explained to tenants if required.

Rent is fixed at a lump sum.

There are services other than payment of rent rendered, but they are not enforced.

Believe the holding is not let to the highest bidder.

My rent was lowered Michaelmas 1885 permanently. Temporary reductions were given previously.

Farmers do not sub-let their holdings.

Rent is never paid on the day it is due, and the time is sometimes specially postponed when requested.

Farmers would borrow if they could.

61,283. What do you mean by "farmers would borrow if they could"?—That is the custom of our country. If they are short of money they would ask for a loan from a neighbour.

Statement continued.

Labourers are scarce.

Land is not going out of cultivation but it might be better cultivated.

Arable land has been laid down in pasture to a small extent. Low price of corn.

Root crops have increased.

Fallowing has fallen into disuse. Root crops instead.

Buildings, gates, fences, tanks are generally made by the landlord.

I am aware of the Agricultural Holdings Act.

Chairman—continued.

If agreeements contract out of the custom of the country it is because it may be more convenient.

The custom as to growing crops is that the outgoing tenant is entitled to half crop of wheat.

I do not think there is any real trouble about game.

Wives and children always help on the farms. The children receive food, clothing, and money and are set up in life afterwards.

I would rather be without a land court.

61,284. What are your relations with your landlady—very friendly?—Yes, I am really fond of her; she acts very cleverly towards me.

61,285. Is the agent a practical man, doing what he can in the interests of the tenants as well as in the interests of his employer?—I believe he does to the fullest possible extent.

61,286. Then you are quite satisfied, as far as you are personally concerned, with your position?—I am.

61,287. Are you well acquainted with the farmers in the district?—At all events I know some of them.

61,288. Do you consider that the general condition of farmers in your district is satisfactory?—Yes, they are given to praising the landlord on our estate.

61,289. I do not mean so much on your estate, but on other estates. Are the farmers generally on other estates making money?—I cannot say.

61,290. You only speak for yourself?—That is all.

Professor Rhys.

61,291. Have you made any money in the last year or two from the farm?—I have succeeded in paying every bill that I have received.

61,292. Have you managed to make anything beyond the expenses. You need not answer if you do not like to?—I have done pretty well.

61,293. Do you find that farming does not pay as well as it did?—Not to a large extent.

61,294. Are any of your neighbours known to be in arrears with their rent?—I do not believe there is a single one in arrear.

61,295. So your rents must be reasonable, or else they are well-to-do farmers?—We have good farmers who exert themselves to pay, and the farms are let to us reasonably.

Mr. Grove.

61,296. You said that land could be better cultivated. Do you mean if more capital was thrown into it, or what do you mean by that?—Yes, it is impossible to cultivate it without expense.

61,297. Do the farmers generally understand the provisions of the Agricultural Holdings Act?—That I cannot answer.

61,298. Do you understand it yourself?—I do to some extent.

61,299. You prefer an agreement to a lease, do you?—Yes, I do.

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Mr. ENOCH JONES.

[Continued.]

Mr. Richard Jones.

61,300. Did you sign this agreement?—Yes.

61,301. When?—When I took the farm.

61,302. When did you take the farm?—It is three years and six months since I came to the present farm, but I was under this estate for years before that.

61,303. What is the rent in the agreement?—90l.

61,304. I thought you said it had been reduced to 70l. in 1885?—Yes, and we have still got the reduction.

61,305. But if you only signed the agreement three years ago, I should have thought that 70l. would have been inserted in the agreement, and not 90l.?—90l. is the rent, but it has been reduced to 70l.

61,306. But is that a permanent reduction to 70l.?—Until times improve.

61,307. It has not occurred to you to ask to have a new agreement with the rent fixed at 70l. instead of 90l.?—I did not apply for that.

61,308. Do you know that you have not signed the agreement?—Yes, I have. That is only a copy of the agreement.

61,309. Is this clause enforced on the estate: "The tenant to paint the doors, gates, and painted fences, and external woodwork, and house, cottages, and buildings, with two coats of good oil-paint once at least every five years"?—It is never enforced.

61,310. Is it done?—It is done by the landlady.

61,311. What is the custom with regard to gates?—They put up the gates first of all, and then the tenant has to look after them.

61,312. So that really this clause is not enforced against the tenant?—It is not.

61,313. Is there a home-farm attached to the mansion?—The parks are in the occupation of the Hall.

61,314. Mrs. Naylor Leyland has not got a home-farm then?—No.

61,315. Are you troubled by game?—They are far better than I expected them to be.

61,316. But they are a trouble to some extent?—They are very good indeed.

61,317. Do you get a present of a brace of pheasants, or something like that?—Yes, every year.

Mr. Griffiths.

61,318. Are you not on the same estate as the last witness, Mr. Roberts?—Yes.

61,319. I see in his agreement he had to pay 5s. for every gate. That is not the case with you?—My agreement is the same, but we are never called upon to pay a halfpenny.

Mr. Griffiths—continued.

61,320. Why put all these things in the agreement if they are never enforced?—I cannot answer that.

61,321. When you had your rent reduced to 70l., did you have the rates reduced as well?—Yes, the rates are also lowered.

61,322. Did you appeal to the assessment committee to have your rates reduced?—Yes.

61,323. Will they reduce the rates on abatements?—No, they will not on abatements.

61,324. But they have reduced yours to the 70l.?—Yes, the rate has been lowered.

61,325. Why cannot the farmers borrow when they are short of money?—I do not understand the question.

61,326. You said in your evidence that farmers could not borrow. Why is that?—Because no one is inclined to give it them, I suppose.

61,327. Because of the want of security?—Well, there are a good many people who are bad payers, but who have plenty of money.

61,328. You say farmers could cultivate the land better. Why do not they do so?—I cannot give a satisfactory answer to that, but I believe it could be better cultivated, and I am going to endeavour to do so myself.

61,329. You think the better a farmer cultivates the land, the better it will pay him?—Yes, I do think so.

61,330. Why would you like to be without a land court?—Because I prefer an agreement between the landlord and the tenant.

61,331. But you would have no occasion to go to the court except you wished to do so yourself?—I look after the welfare of others. I think it would be better for all.

61,332. How would you manage in the case of a tenant when he fails to get payment for improvements that he has made on the farm. What is he to do?—Our agreement provides for that.

61,333. But you were speaking of others, not for yourself, you said?—No, I did not.

Chairman.

61,334. I have two questions sent in by Mr. Llewellyn Jones. "You said, 'there is no real trouble about game'?"—There is none—not to me.

61,335. "Is there any trouble at all?"—Nothing worth taking any notice of.

61,336. "Have you heard any complaints?"—No, it is very good about us.

61,337. "Was not the landlord of the estate non-resident for some years, and the Hall let to a sporting tenant?"—Yes, for several years, three years perhaps. I do not remember very well.

The witness withdrew.

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Mr. JOHN JONES.

[Continued.]

Mr. JOHN JONES (of Plas Newydd) recalled and further examined through an Interpreter.

Chairman.

61,338. You have, I think, received a letter from Mr. Lloyd, of Rhagatt?—I have.

61,339. Have you any objection to its being read publicly?—I have not.

61,340. Is this the letter (*handing same*)?—It is the letter.

61,341. Have you had the letter interpreted to you, and do you quite understand it?—I do.

61,342. And you wish it read?—I do.

Chairman.

The letter is addressed to Mr. John Jones, Plas Newydd, Bryneglwys, from Mr. E. O. V. Lloyd; and is as follows:—

"Rhagatt, Corwen, North Wales,
29th August, 1894.

"SIR,
"I GREATLY regret and grieve to see that you have been giving evidence at Llangollen that you were ejected from Tanyfoel on the Rhagatt estate, and that your wife and one

Chairman—continued.

of your sons had died through fretting over it. Perhaps you will kindly give me all particulars; and if I have a farm vacant let me know, and you shall have it forthwith (if you want one). You must be aware that I have no sympathy with such conduct, and that I cannot help what was done before I came of age, 16 years ago. Will you please do me the justice to go and explain this at Ruthin, when the Commission meets, otherwise you may do me harm.

Yours truly,
E. O. V. LLOYD.

"Please take this letter and show it to the Commission at Ruthin next week.

"E. O. V. L."

Chairman.

Is Mr. Lloyd in the room. (*No answer.*) If he wishes to make any statement upon this, we shall be very glad for him to do so. See 61,475-61,484.

The witness withdrew.

Colonel GEORGE MOUSLEY called and examined.

Chairman.

61,343. You are the agent on the estate of Mrs. Naylor Leyland?—If you will allow me, I have written out my evidence in a condensed form, and I should like to read it.

61,344. I will just ask you two or three questions first?—Very well, my Lord.

61,345. You are a practical agent, and you are well versed in farming?—I am.

61,346. You have had an education in farming and you are well versed in your business?—I am.

61,347. Will you kindly give us your evidence?—The estate which I represent is situate in the parishes of Llanellidan, Llanfair, Clocfenog and Derwen, comprising in extent about 3,900 acres. There are 28 tenants holding less than 50 acres; 17 tenants holding 50 and under 100 acres; eight tenants holding 100 and under 200 acres; one tenant holding over 200 acres; making a total of 53. There are three cottage tenants holding land under 10 acres; 29 without land; making a total of 32. Neither language, politics, nor religion have any influence in the selection of tenants, and such a practice as that of letting land to the highest bidder is unknown in my experience. Farms are usually let under agreements from year to year, and leases are not demanded. I believe there is a perfectly friendly and confidential feeling existing between the landlady and her tenants, and addresses have on several occasions been presented by the tenant, to the late Colonel Naylor Leyland, and to Mrs.

Chairman—continued.

Naylor Leyland, thanking them for their kind sympathy, and that the present system of management is perfectly satisfactory, and meets the requirements of each, and that the establishment of a land court would be highly prejudicial to the interests of both, and of the Principality in general. There are few disturbances of tenants from any cause, except that of death, and in such cases the nearest relative is generally selected to succeed to the holding. Most of the farms are held by representatives of families who have been tenants on the estate for generations. Many of the cottages are occupied by aged and infirm widows, who are allowed to live rent free, or pay merely nominal rents. Very liberal distributions of coal, clothing, and food are made every year by Mrs. Naylor Leyland to the poor on her own estate, and others residing within a radius of two or three miles. This statement is perfectly gratuitous and unauthorised on my part, and I merely submit it with a view of showing the kind and generous disposition Mrs. Naylor Leyland has always evinced towards those by whom she is surrounded. I have, however, been specially requested by Mrs. Naylor Leyland to state that ever since she has held the property it has been her determination to treat her tenantry with the utmost liberality, and to contribute in every possible way to their comfort and prosperity, and that she would be glad to do even more than hitherto, if it could be pointed out to her

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Colonel GEORGE MOUSLEY.

[Continued.]

Chairman—continued.

in what way it could be accomplished, without drawing still more heavily upon the resources of her own private income. After deducting the cost of rates, taxes, maintenance and other charges for the past year, there remained a balance of only 700*l.* out of the income from the estate.

61,348. Is there any objection to putting in the income of the estate?—Well, I have had no authority to do so; I do not suppose there would be any real objection to it.

61,349. I would not ask you to do it without authority of course, but what you say is that when everything is paid there is so much left?—That is so.

61,350. How much did you say there was?—700*l.*

61,351. Out of the 4,000 acres more or less?—Yes. 700*l.* out of the income from the estate and in several years the expenditure under the various heads has exceeded the income to a very considerable extent. Rents at the present time are about 25 per cent. lower than they were from 30 to 50 years back, although in the meantime a railway has been constructed running through the heart of the estate, with a station in a central position, affording access to all parts of the Kingdom. The following abatements and reductions of rent have been made:—

1881. 10 per cent. abatement on the year's rent.

1885. 10 per cent. abatement on the year's rent.

1886. Permanent reduction of rents varying in amounts up to 20 per cent.

1892. 10 per cent. abatements of half year's rent due Michaelmas.

1893. 10 per cent. abatements of half year's rent due Michaelmas.

1894. 10 per cent. abatements of half year's rent due Michaelmas.

During the past 29 years there has been expended a sum of 33,375*l.* 18*s.* 6*d.* on new buildings and repairs, and a further sum of 7,926*l.* 16*s.* 11*d.* on drainage and other improvements, making a total of 41,302*l.* 15*s.* 11*d.*, which gives an average expenditure of 1,424*l.* 4*s.* 8*d.* The above sum of 41,302*l.* 15*s.* 11*d.* includes the cost of building eight new farm houses and nine new cottages. No interest has ever been charged on monies expended in buildings and improvement excepting as to the sum of 1,920*l.* spent upon draining in 1869, on which 5 per cent. interest, amounting to 96*l.*, was charged, but that has long since been absorbed.

61,352. Is that your statement?—That is.

61,353. There are a great many questions that you have been good enough to answer in this syllabus that we have had answered several times, and in your case by the tenants of the estate, so I do not think I need trouble you to go through them; the particulars about the date of entry, and compensation and so on, and we have had your agreement handed in. Shall we just go through this, or have you finished your statement?—I have finished my statement, but I am prepared to be examined upon the syllabus if you desire it.

Chairman—continued.

61,354. We have been told by the tenants pretty well everything, I think. The arrangement appears to be entirely satisfactory between the landlady and yourself and the tenants. You speak very highly of the tenants, I suppose?—Certainly; as a body I speak most highly of them.

61,355. You consider them a hard-working industrious class of men?—Yes, very much so.

61,356. Have they improved their farms as a rule?—Many of them have very considerably improved their farms.

61,357. And they seem quite satisfied, so long as Mrs. Naylor Leyland lives, with the state of things; they do not want any alterations?—They have always so expressed themselves.

61,358. You tell us that when everything is paid on this 4,000 acres there were only 700*l.* this year?—Last year.

61,359. And on some years nothing has been left at all?—Less than nothing.

61,360. It was a minus quantity?—Yes.

61,361. It brought in nothing?—Yes.

61,362. We have heard the same about the Duke of Westminster's property, the Halkyn Castle estate; it brings in nothing, so that if this property belonged to a man who had no other income, there would be nothing whatever left for the landlord or his family to live on?—That would be so.

61,363. If a commercial business were carried on on those principles, it could not possibly last very long?—Quite so.

61,364. Would you consider that this is a satisfactory state of things?—No, I consider it is highly unsatisfactory, but when you speak of a commercial concern, I should say that the principle upon this estate would be very much changed. In lieu of so much being expended as has been hitherto expended upon the tenants for their comforts and conveniences, less would be spent upon them and more upon the landlord.

61,365. Then would the rents go down, or would the rents keep up to their present standard?—I think there is a certain margin under which they would not go down.

61,366. On your own estate?—On this estate.

61,367. Do you think that the estate could be worked on conditions fair to the tenant, and that there would be a sufficient margin left to the landlord to support himself and his family and live at the mansion—I suppose there is a mansion?—There is a mansion, yes.

61,368. Could the mansion be kept up out of the estate?—No, not possibly under any circumstances.

61,369. Do you consider that a satisfactory state of things?—Well I must explain. The mansion is larger than the estate would under any circumstances maintain, but I think, with a fair amount of consideration for the tenants, more money might be put by than has been. If any landlord took the estate and had to live upon the proceeds of the estate, in all probability

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Colonel GEORGE MOUSLEY.

[Continued.]

Chairman—continued.

less would be done for the tenants. The estate might be carried on, but certainly not so comfortably, and probably not quite so profitably, to the tenants.

61,370. Under these circumstances could the landlord live in the big house on the property if he had only the property to depend on?—Certainly not.

61,371. That would be an impossibility?—Perfectly impossible.

Mr. Grove.

61,372. When you speak of the net sum of 700*l.*, we may assume, I suppose correctly, that a large amount has been spent in keeping up the repairs and improvements on the estate?—Certainly, yes.

61,373. May we assume that the estate was in a worse condition than estates generally, so as to cause a larger amount to be expended?—No, I do not think that would be the fair inference. I account for it in this way to a great extent: that the system of farming has very much altered within the last few years. Land, as you have heard, has been laid down to pasture, and consequently more stock has been kept, and has to be housed, therefore additional accommodation has had to be provided in consequence of the change in cultivation.

61,374. Did you hear the evidence of Mr. Henry Williams yesterday, in which he gave us the prices of agricultural produce for 1874 and 1894?—I did, but I have not gone into that subject; I thought that was more a matter for a practical farmer of the neighbourhood; but, from my own knowledge, I should say that that is a very fair statement.

61,375. He said that barley was 16*s.*, and is now 8*s.*, and potatoes were 12*s.* to 15*s.*, and they are now 5*s.* I suppose, generally speaking, you would confirm that, would you?—I should.

61,376. Should you consider there is great depression in agriculture at the present time?—Oh, undoubtedly.

Mr. Richard Jones.

61,377. What was the object in altering the agreements?—Because of the alteration in proprietorship, owing to the death of the late Colonel Leyland, whose widow succeeded to the estate. That was the only object there was at the time for altering the agreement.

61,378. At whose suggestion was the agreement altered?—I beg your pardon. I did not mean altered, I meant that a new agreement was put forward. The opportunity of a new agreement being put in probably suggested that small alteration which has been pointed out.

61,379. When was there a change in proprietorship?—In 1886–87.

61,380. You heard a question put to one of the witnesses, whether it was true that the messenger who took the agreements round for signature, also had a notice to quit in his pocket?—I did hear the question, but I do not believe there is any truth in the statement.

Mr. Richard Jones—continued.

61,381. You know nothing of it?—I know nothing of it. If he went round with a notice to quit I ought to know, and probably did know something about it, but at the present moment I do not recollect, and I do not believe that it was so. The messenger who took these agreements round is in the Court, and if you would like to ask him the question I am sure he will answer it.

61,382. What is the rent of Enoch Jones' place?—The rent of Enoch Jones' farm has been reduced to 70*l.*

61,383. What is the rental in the agreement?—90*l.* I believe.

61,384. You have not altered that sum to 70*l.*?—I have not altered the original sums in any agreements. I have never been asked to do so, and the reason why the original sum was left in the agreement was simply because it appeared so in all other agreements.

61,385. Do you regard it as a permanent reduction?—Yes, certainly, at the present moment I have no doubt about it. Unless prices and times alter very considerably for the better it must be a permanent reduction.

61,386. So that in a case of bankruptcy you would easily come forward as a creditor for 90*l.*, and not for 70*l.*?—We might, but I do not suppose we should.

61,387. But it is very likely?—No, it is not, sir.

Mr. Griffiths.

61,388. Are you in favour of small holdings, up to about 20 acres?—Not if I could maintain large ones. In a district where large ones would prevail, I would not be in favour of small holdings.

61,389. What is the condition generally of these people who occupy land up to about 20 acres; are they better off than the labourers, do you think?—No, I do not think they are at the present time. Wages are higher, and food is cheaper than it has ever been before.

61,390. And these people live very hard, do they?—The tenants—the farmers?

61,391. Those who occupy these small farms up to 20 acres?—Oh, I think they look in fairly good condition.

61,392. In the report of Mr. Doyle, to the Royal Commission on Agriculture, in 1882, he speaks of them as being worse off than the labourers a good deal, and living harder than the labourers do?—Yes, I think that is so to a certain extent.

61,393. Have you any cottagers on the estate who keep cows?—I think I said that there were three cottages with land—labouring men with cottages and land attached—but only three.

61,394. How much land would they have?—Up to about 10 acres.

61,395. Just a little place to keep a cow or two?—Yes; I may say that there have been no applications for cottages with land beyond that.

61,396. Do you not think, if there were more of those established on every farm it would tend to keep the labourers on the farms, instead of

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Colonel GEORGE MOUSLEY.

[Continued.]

Mr. Griffiths—continued.

their flocking from the country into the towns?
—No doubt it would.

Lord Kenyon.

61,397. I want, if I can, to go a little further into the matter of these expenses on improvements, and so on, which seem to be so very high on the Naylor Leyland estate. Could you tell me what these improvements are more in detail?
—Well, I could not tell you more in detail now beyond what I have told you—that we have built entirely eight new farmhouses, and nine new cottages, and that we have added very considerably to other farmhouses on the estate.

61,398. In how many years are you speaking of?—I am speaking of within the last 29 years.

61,399. How many farms are there altogether?
—About 53.

61,400. As Lord Carrington has very wisely said, unless there were some other resources no landowner could possibly exist under these circumstances, spending more than he received. The house, I think, is a new house, Nant Clwyd?
—It is.

61,401. I mean comparatively new?—Yes.

61,402. And is much bigger, as you said, than the estate itself could keep up?—Yes.

61,403. It would not be fair to compare that with a purely landowner's house?—Oh no, not at all.

61,404. It seems a little unfair possibly on surrounding landowners who manage to live on their estates within their means, and yet manage to keep on good terms with their tenants?
—Yes.

61,405. I mean the comparison of expenditure would be to their detriment, would it not?—Probably it might, but I daresay it would be capable of explanation in some way.

61,406. These eight new farmhouses were rather an expensive class of farmhouse?—Yes.

61,407. Rather ornamental?—Yes, rather ornamental.

61,408. Perhaps a little more is expended on them than would be necessary for a farmhouse?
—In repairs.

61,409. I do not want to object to the expenditure in the least. I merely want to try and see how far it gives a basis of comparison?—I should be very pleased to help you in any way I could.

61,410. Of course there are several landowners who have nothing but their incomes from the land to depend upon, and yet they manage to exist?—Yes; but in a very different way—a very different mode of life.

61,411. But their tenants seem equally satisfied?—I cannot say whether they are or not. I take it on a neighbouring estate—say the estate of Lord Bagot—there is I imagine very little balance left, and there is not so very much done for the tenants.

61,412. On the other hand, that I fancy is a heavily mortgaged estate?—That may be. I think in the case of Colonel West you heard that he had not very much to put in his own

Lord Kenyon—continued.

pocket after he had satisfied all the requirements of the tenantry.

61,413. If he manages to keep his estate in good order?—Yes, the estate certainly, but it does not leave much balance for him, I should imagine.

61,414. Have you thought at all of any remedies for the present state of things?—I do not know that one could suggest remedies. We cannot compete at the present time, and in the present mode, with foreign competition. There are preferential rates given and freights are very low, and in fact in some instances corn has been landed in Liverpool as ballast, and had a bonus upon it for the purpose of coming over as ballast. Well, we cannot possibly compete against that. Then, our own home railway rates are very irregular and very oppressive. I believe cheese can be brought from New York to London for less money than it could be conveyed from Chester to London. All those sort of things tell very much against the prospect of farming profitably.

61,415. Do you see any possibility of amending those railway rates?—I do not, because an attempt was made sometime ago, and I think the result of that was that rates went up instead of down.

61,416. I suppose the Agricultural Holdings Act on your estate has not been made use of at all?—There is nothing to bring us within the Agricultural Holdings Act so far.

61,417. You have your own schedule?—We have our own schedule.

61,418. Is that the Vale of Clwyd schedule?
—No, we have our own special allowances.

61,419. Perhaps you will kindly put that in?
—You have it in one of the agreements that have been put in.

61,420. That, as a rule, you find perfectly satisfactory, do you?—I find they are perfectly satisfied with it; I have never had any objection to it in any way whatever.

61,421. One thing more with regard to these eight new farmhouses, did the tenants do the haulage for them?—Yes, in many cases they did.

61,422. Willingly?—Oh, perfectly willingly.

61,423. I suppose they have none of them left, or anything of that sort; there has been no application for compensation?—No.

61,424. Were the tenants paid for the haulage in anyway?—No. The only thing is that the circumstances of the tenant are always taken into account. If a man does not possess a team, then the haulage is done for him, but if he has a team he is consulted as to the time, and he is asked to perform the haulage at a time when it is convenient for him to do the work.

61,425. Have you any clause in your schedule giving compensation to tenants for haulage in case of their leaving their farms?—No, none.

61,426. You would not object to one being put in?—Not in the least.

61,427. Say a seven years' clause?—Not in the least.

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Colonel GEORGE MOUSLEY.

[Continued.]

Mr. Richard Jones.

Mr. Grove—continued.

61,428. Is the land on Mrs. Naylor Leyland's estate about as good as any in the vale?—No, the land lower down, nearer to this town, in the vale, is better than Mrs. Naylor Leyland's land.

61,429. What is the highest rental; how much per acre more than Mrs. Naylor Leyland's estate?—I think it is about 25s. an acre.

61,430. There is no sheepwalk included in that?—No, not at all.

61,431. What is the lowest?—The lowest will be about 7s. 6d. or 10s. an acre.

61,432. That would be the highly-situated farms?—Yes.

61,433. You say here: "The general relations between landlord and tenant are friendly. Witness will give opinion as to when they are most friendly." What is the meaning of that?—I did not frame that note.

61,434. It is here: "I thought you made some distinction?—I might say they are most friendly when they are nearest together, that is when the owners reside continually upon their estates. I say here in my own notes—"Friendly mostly" where landlords reside on their own estates."

61,435. Is it true that there is not sufficient accommodation in the farmhouses for the men servants on your estate?—I think there is sufficient accommodation in the farmhouses, and out of them, in cottages, for all the labourers required on the estate.

61,436. The reply here is to this effect: "Females in house, and males in adjoining house?"—That means that there is, generally speaking, a separate staircase for the males. The females live nearer to the family, and the males have an approach to their own rooms separate and distinct from the house.

61,437. But is it really a part of the house?—Oh yes, certainly.

Professor Rhys.

61,438. Do you think that that is a desirable arrangement, does that work all right—that the servant men should have a separate door to go in and out when they like?—I do not say of necessity a separate door, but a separate staircase—it may be the ordinary door of the house.

Mr. Grove.

61,439. One question as to railway rates. You speak of the very low charge for bringing foreign produce from America to London. Do you complain also of the railway rates on local lines?

—Yes. I have not thought of going to that subject or being asked about it, but incidentally I have made a few inquiries as to railway charges; and I took a note of them. I have gone upon hearing complaints of the farmers in the neighbourhood to the effect that they cannot dispose of their produce excepting very near home on account of the high railway rates. I have taken the places that they have most used to send produce to from this neighbourhood; railway rates to and from Nantclwyd Station and Widnes for manure in lots of two tons is charged for at the rate of 7s. 1d. per ton.

61,440. What would be the distance?—It would be from about 50 to 60 miles. Do you wish to have this table of rates all through so far as I have taken them.

61,441. If you will kindly refer to the table and put it in it may be useful?—Yes. (*The witness handed in the following table*):

Railway rates to and from Nantclwyd Station.

From Widnes:—Manure in lots of two tons 7s. 1d. per ton—four tons 7s. 11d. per ton.

From Liverpool:—Cotton cake in two-ton lots, 12s. per ton. Corn, flour, meat, &c., in two-ton lots, 10s. 5d. per ton.

To Wrexham:—Barley in four-ton lots 5s. 8d. per ton.

To Rhyl:—Sheep, small truck, 13s. 6d.; medium, 15s. 6d.; large, 17s. 3d.

To Manchester:—Sheep: Small truck, 1l. 17s. 3d.; medium, 2l. 2s. 4d.; large, 2l. 9s. 1d.

To Llandudno:—Sheep: Small truck, 1l. 0s. 10d.; medium, 1l. 4s. 2d.; large, 1l. 7s. 7d.

From Vron collieries:—Coal. Four-ton lots, 3s. 2d.

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Chairman.

61,442. I have three or four questions to ask you, Colonel Mousley, the first few being from Mr. Owen Wynne—"Do you not think that a land court would tend to alienate landlord and tenant and cause a great diminution in the landlord's interest in his estate?"—I do, my Lord, most certainly. I think it would alienate the landlord's interest in his estate; it would deprive him of a great deal of pleasure and interest that he would take in it; and in all probability it would result in his removing to other parts of the country, and it would depopulate the Principality as regards occupying landowners. In fact I do not see what position the landowner under those circumstances would occupy; he would have nothing to interest him in the land, and the only thing that he would be required to do would be to receive this sort of rent charge which would be fixed for him, and the tenants would be thrust upon him at a certain rate of interest whether he liked it or whether he did not. I think that would reduce the position of a landowner to that of the tin case to hold the title deeds; he would have no other position with reference to the estate which is called his own.

61,443. "Do you think farmers would willingly give up part of their farms for the sake of creating cow holdings for labourers?"—I have never asked them in that particular light, or canvassed them in any way as to the cow holdings for labourers; but I know under other circumstances they are most jealous of every acre they have, and as soon as there is the slightest chance of getting their slice out of a neighbouring farm they are only too ready to be after it. The tendency is to increase their holdings and not to diminish them.

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Colonel GEORGE MOUSLEY.

[Continued.]

Chairman—continued.

61,444. The following questions are handed in by Mr. Llewellyn Jones, "What is the present rent of Pwll Naid?" Have you a farm of that name?—There is a farm of that name, my Lord, but I really forget at the present moment what the rent is. It is very considerably less than what it used to be; if that is the point of the question.

61,445. Have you got the rental of the estate?—I have not.

61,446. Can you answer this question, "What was the rent before 1890?"—No, I really cannot.

61,447. Mr. Llewellyn Jones' questions continued, "Did the former tenant die in the year 1890?"—I think he did.

61,448. "Did his widow apply to you for the farm?"—No, never.

61,449. "Did you take her as tenant?"—No.

61,450. "How long had her husband been tenant of the farm?"—I should think about 25 or 26 years.

61,451. "Had he greatly improved his holding?"—I think I may answer that by saying that the present tenant has very considerably improved it since he came, and concessions have been made to him for doing so.

61,452. I am afraid I must ask you to answer the question whether the deceased man had greatly improved his holding in his time?—I cannot answer you, my Lord, nearer than that, because I do not recollect exactly what the condition of it was.

61,453. You cannot answer that. That is sufficient. Mr. Llewellyn Jones' questions continued, "Did you grant the widow any compensation?"—In this way, that the arrears of rent were not collected from her.

61,454. Then there are two questions which are of a private nature. I will hand them to you, and will you kindly read them as they are of a personal nature.

(Mr. Llewellyn Jones.) I do not press those questions, my Lord.

Chairman.

No, of course not.

[The questions were handed to the witness.]

(The Witness.) I have no particular objection to answering them if they are asked.

61,455. "When did you cease to be the trustee of the Llanbedr Hall and Bathafarn Hall estates?"—I have not ceased to be the trustee at all.

61,456. You are still the trustee?—I am.

61,457. These are Mr. Llewellyn Jones' questions continued, "You are trustee of the Llanbedr Hall and Bathafarn Hall estates, are you not?"—I am.

61,458. "When you became trustee was a new agreement prepared for or by you?"—It was

Chairman—continued.

61,459. "Does this agreement contain the following clause:—'All claims or matters in dispute under this agreement, and all compensation, allowances, payments, and valuations to which either party may claim to be entitled under this agreement, or under the Agricultural Holdings Act, 1883 or otherwise, and all questions as to the construction of this agreement, &c. . . . shall be settled in the matter provided by the said Act, but without any appeal in any case to the county court, and the provisions of section 23 of such Act, relating to notices and appeals to the county court, shall not apply to this tenancy.'"

In the Act the appeal to the county court is allowed "where the sum claimed for compensation exceeds 100*l.*, either party may within seven days after delivery of the award appeal against it to the judge of the county court on all or any of the following grounds:—(1.) That the award is invalid. (2.) That the award proceeds wholly or in part upon an improper application of or upon the omission properly to apply the special provisions of sections 3, 4, or 5 of this Act. (3.) That compensation has been awarded for improvements, acts, or things, breaches of covenants or agreements, or for committing or permitting waste, in respect of which the party claiming was not entitled to compensation. (4.) That compensation has not been awarded for improvements, acts, or things, breaches of covenants or agreements, or for committing or permitting waste, in respect of which the party claiming was entitled to compensation; and the judge shall hear and determine the appeal, and may, in his discretion, remit the case to be re-heard as to the whole or any part thereof by the referee or referees, or umpire, with such directions as he may think fit. If no appeal is so brought, the award shall be final."

The question which Mr. Llewellyn Jones asks upon that is: "Do you not think this is an attempt to exclude the Agricultural Holdings Act, and therefore void?"—It possibly may be void in point of law, but it was not the spirit and disposition with which that clause was put in. It was merely put in to avoid unnecessary and vexatious costs of appealing to a county court when it might be done otherwise.

61,460. Mr. Llewellyn Jones' questions continued: "Do you consider it fair to insert a clause of this nature?"—I think it is perfectly fair; if it was fair on one side, it would be on the other. If it is admitted that the object of that was to prevent expense, it is as much the object of the tenant to be protected from unnecessary expense as for the landlord to be protected.

61,461. You consider it fair?—I do, my Lord.

61,462. "Do you still act as agent on these estates." That is the two estates you have mentioned as being trustee of?—No.

61,463. "If not, when did you cease to act as agent?"—Nearly two years ago.

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Colonel GEORGE MOUSLEY.

[Continued.]

Lord *Kenyon*.

61,464. With regard to this clause of yours in the agreement, I suppose it would militate quite as much against the landlord as against the tenant?—Every bit; if it is against one it would be against the other, and, as I said, if it is in favour of one it must be in favour of the other.

61,465. Did you insert this clause after taking legal advice?—I really could not say how I came to, probably not.

61,466. It occurred in an agreement that we were looking at two or three days ago; I forget which agreement it was now. The provisions in the Act which would make it null and void, if any, is of course section 55, which is as follows: "Any contract, agreement, or covenant, made by a tenant, by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement mentioned in the first schedule hereto (except an agreement providing such compensation as is by this Act permitted to be substituted for compensation under this Act), shall, as far as it deprives him of such right, be void both at law and in equity." And the question is whether this is an agreement made by the tenant which will deprive him of compensation. As a matter of fact, it only deprives him of a right of appeal?—The process of appealing?

61,467. Yes?—There is no penalty imposed nor injury done to anybody if it is null and void; there is an end of it.

Mr. *Griffiths*.

61,468. On what ground do you consider that either landlord or tenant would be compelled to appeal to a land court if neither chose to do so?—Is that in reference to the last question that was asked?

61,469. No, it is with regard to the land court?—Because I think the present system answers—

61,470. What I mean is that there would be no compulsion on any estate. Perhaps on your estate neither the landlord nor the tenants would want to appeal to a land court?—No, but there is this cloud hanging over the heads of both; there would be the fear and the threat of it. You may just as well have a land court once for all as to have one that is to be appealed to if either party feels inclined; you may just as well admit the principle at once and establish

Mr. *Griffiths*—continued.

it. We say we do not want one, because we feel at present there is every prospect of being able to satisfy the tenants without a land court, and that a land court would not possibly be established without creating what we call a scare on the part of the landowners.

61,471. Why should there not be a prospect so long as they can agree with you as well as they do at present?—On the other hand, why, so long as they do agree as well as at present, should there be this institution established.

61,472. On the ground that others cannot agree?—But I think you will take it from all the evidence you have heard, and the expressions of opinion from everybody, that those who cannot agree are very considerably in the minority.

61,473. I quite agree with you; we are fully satisfied with regard to that, but we have so many cases that really some outside authority should be brought to bear upon?—The subject has been named in various ways, first of all as to what is meant by a land court. I take it—at least I am arguing on that assumption—that a land court would be established to say, between a landlord and tenant who could not agree, what the rent should be, and the landlord must of necessity accept that tenant at a particular rent, that is, that it would tie him not only to the amount of rent, but also to the applicant, we will say, under a reduced rent. If a sitting tenant comes to his landlord and wants his rent reduced, and the landlord refuses, then it is perfectly at the option of the tenant to change his landlord. A landlord would not be likely to allow a good tenant to leave him for the sake of a little difference in rent. A landlord is capable of judging what his rent should be, and in all probability he would be advised by someone else as to what would be a fair rent, and if a tenant is not willing to give a fair rent, the sooner he and the landlord part the better.

61,474. But it is very hard upon a tenant that almost his whole lifetime should be spent on a farm, and that he should be obliged to leave that farm in bad times?—Yes, it would be if he had no chance of being recompensed.

Mr. *Griffiths*.

We have met with many of those cases, and that is the worst of it. That is all I have to ask.

The witness withdrew.

Mr. EDWARD OWEN VAUGHAN LLOYD called and examined.

Chairman.

61,475. Where do you live?—Rhagatt, Corwen.

61,476. You wish, I believe, to make a statement?—I do, my Lord.

61,477. I am afraid I must keep you entirely to any rebutting evidence. Do you understand that that is so?—Yes, that is all I desire.

Chairman—continued.

61,478. Not to go into any general topics?—No.

61,479. But only to deal with anything that has been said, and which you wish to contradict or qualify?—Yes. I wish to make a statement with regard to the remarks made by a former tenant on the Rhagatt estate, at the Llangollen

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Mr. E. O. V. LLOYD.

[Continued.]

Chairman—continued.

sitting of the Commission the other day, the 28th of August.

61,480. Is that in the evidence of Mr. John Jones?—It is. I immediately wrote to him asking further particulars, and I have had no answer, but I believe the then agent of the estate, Mr. Richard Wynne, is present. At any rate he came by the train this morning, and I believe he is ready to speak for himself as to what did transpire. I may say that what Mr. John Jones referred to occurred two years before I came of age, in fact about the year 1876, and so far as I understand it, Mr. Richard Wynne tells me that he was an undesirable tenant. There appears to have been a quarrel between the then tenant and the agent.

61,481. Will you kindly tell us what is entirely within your own knowledge please. Do not mention anything that anybody has told you?—Well, my Lord, I was very much shocked to hear that a former tenant on the Rhagatt estate should attend at the Llangollen sitting of the Commission and make the statement that he made. I would have been present there if I had known such evidence was to be given, or known that it was to be stated that an eviction took place on the estate, which ultimately resulted in the death of his wife and son, who grieved over it very much. I was particularly shocked at hearing this, and I wish it to be perfectly understood that I had nothing to do with the estate at the time, but I believe it to

The witness withdrew.

Mr. EVAN GOODWIN called and examined.

Chairman.

61,485. Where do you live?—Bwlch Issa, Llanarmon, Mold.

61,486. Is this your letter [*handing letter to witness*]?—Yes.

61,487. Have you any objection to its being read?—No.

“Bwlch Issa Farm,

“Llanarmon, near Mold,

“August 18th, 1894.

“Dear Sir,

“I, the undersigned, residing at Bwlch Issa, in the parish of Llanarmon, in the county of Denbigh, desire to give notice of my intention to appeal to the Royal Land Commissioners during their sitting at Ruthin, to take into consideration a most unreasonable agreement which I am at present being tied to, and which I shall produce at the meeting.

“Yours truly,

“EVAN GOODWIN.

“D. Lleufer Thomas, Esq.,

“Charing Cross, S.W.”

The witness withdrew.

Chairman—continued.

be a personal matter entirely between the agent and this tenant.

61,482. You entirely disconnect yourself from anything that happened at that time?—That is my desire. I must do so.

61,483. Your letter has been read?—I regret that I was not present when it was read. I understand it has been read. I wrote at once to the “Liverpool Courier,” where I had seen this account, in order to make this explanation. I am not going to offer further evidence before the Commission, but I wish to say that other remarks have been made about my estate with regard to shooting and consolidation, and I shall be glad to put in any written evidence that may be desired, or to answer any questions. My agent is present in court, I believe, and will be present if any questions are asked, or any information is desired.

See
61,338—
61,342.

61,484. I have only one question to ask you now. I believe you are on very good terms with your tenants?—I am on very cordial terms with them. I may say that the evidence of the lord lieutenant of the county yesterday is so thoroughly satisfactory to the landowners in this part that, unless called upon, I do not think myself it is necessary for me to give any evidence, but if there are any questions that it is desired to put to me with regard to my estate, I shall be ready to furnish any information.

Chairman—continued.

61,488. Is this also your letter [*handing a second letter to witness*]?—Yes.

61,489. Have you any objection to its being read?—No.

Chairman.

“Bwlch Issa, Llanarmon, near Mold,
“August 30th, 1894.

“Dear Sir,

“I have pleasure in writing to say that the grievance which I had reason to complain of is now settled. Therefore I must decline to give evidence at the sitting.

“Yours faithfully,

“EVAN GOODWIN.

“D. Lleufer Thomas, Esq.,

“Trafalgar Buildings, London.”

Then I do not think we need trouble you any further.

See
evidence
of next
witness.

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Major BIRCH.

[Continued.]

Major BIRCH re-called and further examined.

Chairman.

61,490. You are Major Birch, and you gave evidence, I think, at Mold?—Yes, I gave rebutting evidence there.

61,491. As agent to Mr. Cooke?—Yes. This is with regard to an affair connected with the Gellygynan estate, the owner of which is Mr. Carstairs Jones.

61,492. Is that the estate on which the last gentleman we have seen is a tenant?—Yes, Evan Goodwin is a tenant of Mr. Carstairs Jones.

61,493. You appear for Mr. Carstairs Jones?—Yes. Mr. Goodwin has said that he is subject to a very hard agreement, and I think in the interests of Mr. Carstairs Jones he should explain to the Commission what that agreement is, because I am totally in ignorance of it myself. I do not know what he has to complain of in any way, but with regard to any complaint he has to make I am here as representing Mr. Carstairs Jones to go into it and answer it.

61,494. I think he is quite satisfied now; I do not think we need go any further into the matter?—If he is quite satisfied I am, but I do not wish it to be supposed that there is any hard or unreasonable agreement. Mr. Carstairs Jones agreement will be put before you tomorrow at Denbigh, and you will have an

The witness withdrew.

Mr. JOHN PARRY called and examined.

Chairman.

61,499. You are a freeholder and occupy a farm jointly with your brother in the parish of Llanarmon, and you are also an alderman of the Denbighshire County Council?—That is so, my Lord.

61,500. I think you have prepared a statement?—Yes.

61,501. Will you kindly give us your statement?—My father became tenant of Plas Llanarmon farm, on the Gellygynan estate, on the 23rd day of November, 1866, and continued to be tenant of the said farm until his death, which took place on the 17th day of March, 1870. After his death a brother of mine and I became co-tenants of the same farm. Everything went on smoothly until the school board question was raised in our parish. I took a prominent part in favour of forming a school board. The vicar, the rector, and my landlord, Mr. John Carstairs Jones, were strongly against such board. Mr. John Carstairs Jones was chairman of the parish vestry at which the parishioners decided in favour of a school board.

61,502. I understand Mr. Carstairs Jones' representative, his agent, Major Birch, is present?—After this I had a notice to quit. I cannot say such notice was given because of the part I took in the school-board controversy, but I

Chairman—continued.

opportunity of considering it then, and if there is anything in it which is objectionable no doubt you will find it out.

61,495. So far as we can see you are both perfectly satisfied?—Yes, I suppose I am.

Lord Kenyon

61,496. Have you had any conversation with him since?—Most certainly not, until I saw his name as a witness I had no idea that he was coming forward.

61,497. Because the connexion between the two letters seems to imply that there had been some arrangement made in consequence of his saying he would give evidence?—None whatever. He wrote a letter to me saying he was leaving the farm, and he wanted to know about the away-going crop, and he said he had taken some things on the farm, and he also made the remark that the farm was better than when he went to it. That is a matter of opinion, or rather I do not think there can be much matter of opinion about it.

61,498. Did you answer that letter?—I answered that letter, and I said that when the Land Commission was over I should have great pleasure in going up to see him, but before that I had not any time to do so.

Chairman—continued.

experienced a marked change in my landlord's attitude towards me after the vestry meeting referred to, which ended in giving me a notice. In a short time after this we retook the farm.

On the 21st day of September, 1879, the local agent of the estate died, and in a few weeks after I was engaged in his stead, and continued in that trust until the tithe dispute arose.

61,503. Kindly tell us what was the date of the tithe dispute?—It was in 1886. This dispute troubled Mr. Carstairs Jones very much, for he remarked to me one day when we were together talking of the dispute; said he, "I wish, John, you would give it up—I cannot have peace; I am poked on all sides, I am poked all round." "It is a political question," I said, "and you are not to interfere,"—because there was an understanding between us that he was not to interfere with me in any political or religious questions,—"I know a great deal more about the clergymen of Wales than you do, and you must leave me alone in my dealing with them."

Chairman.

61,504. That is what you said?—That is what I said, my Lord. After this the "Land" and "Labour League" was formed, and I was elected

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[Continued.]

Chairman—continued.

president. At the beginning of the second year of this league its rules and tenets were published in Welsh and English. I have copies of them which I can hand in. (*The witness handed in several copies of printed pamphlets.*)

61,505. This was published in Welsh and in English?—It was published in Welsh and in English, and in several newspapers. Then I had a letter from Mr. Edmund Swetenham, the agent and managing trustee of the estate, dated from Cam yr Alyn, Rossett, Wrexham, December 27th, 1887.

61,506. Have you got that letter?—Yes, my Lord.

61,507. You had better put that in, I think?—Yes. (*The witness handed in the original letter.*)

61,508. We will mark that A.?—The letter is as follows:—

“ 27th December, 1887. “ Cam yr Alyn
(Private) Rossett,

Dear Sir, Wrexham.

Thanks for sending me John Jones' address about Bwlch Farm. I have not written to him, as I fear the days of tenant farmers on the Gelly estate may be numbered.

I read in yesterday's 'Times' the enclosed cutting “that was a cutting of the rules” and a leading article thereon. I hope and trust your name has been used without your knowledge and consent, and that you will allow me to repudiate it, as the idea of your being the “president” of such a scheme will cause Mr. Carstairs Jones great pain and distrust.

He has always valued you as a conscientious man, but it must be at once apparent to you that the league you are proposing to introduce into Wales will be as prejudicial to the free action of landlords and tenants as the National League is injurious to Ireland.

Your position as president or member of such a league would be entirely at variance with the position of a loyal farmer and manager on his estate, and would be injurious to the interest of his tenants whom he values so much.

When he let you the farm again he told me you had stipulated (rightly enough) for absolute freedom of conscience, but on the other hand he stipulated for absolute loyalty to him and his estate.

As an independent man you are at liberty to advance any opinions and take any action you think right—as “president” you will be bound to introduce your league into Llanarmon and do all you can to forward its interests.

Mr. Carstairs Jones will be equally obliged to depend upon himself and frustrate his own tenants' schemes.

The resignation of your farm would, I fear, not meet the case, because under your rules it would be boycotted and no one would take it!!

There seems to me only one, and that a sad course open, which is to take up the whole estate on the 30th November next, and to get a Company to farm it, which I think can be done with great pecuniary advantage to the landlord. I never thought to live to see the

Chairman—continued.

peaceable, hitherto loyal tenants cast out of their farms by the action of one of their number. I pray you may be able to prevent such a catastrophe.

Yours truly,
EDMUND SWETENHAM.”

Mr. John Parry.”

The day after the receipt of the above I received the following from my landlord:—

“ Hartsheath,

John Parry, December 28th, 1887.

I have read in the “Times” you occupy the position of president of the Welsh Land League, and I cannot express the sorrow and annoyance it has given me. The position of trust you have held on my property for so long should have prevented you taking such a step—our connexion will have to cease.

Yours truly,
J. C. JONES.”

Without going further into the correspondence that took place between us, it is quite enough to say it terminated in my quitting the farm, the land on the 30th November 1888, and the house on the 1st May 1889, on being paid 90*l.* in full discharge of all my claims for improvements, &c.

61,509. We will take this second statement now, and then the Commissioners will deal with the whole statement together?—With regard to the Gellygynan estate.

61,510. That is the estate of which you were agent?—Yes, my Lord.

The Gellygynan estate contains about 2,200 acres of land, and is divided into 26 holdings or tenements. One holding contains over 350 acres, one other contains over 250 acres, three others over 100 acres, two others over 60 acres, five others from 10 to 20 acres, and three others over 4 acres. Besides the 26 holdings mentioned, there are five cottages with plots of land belonging to them under 4 acres.

The soil is comparatively cold and poor, the subsoil in many parts is black gravel. Most of the estate is more than 800 feet above the sea level. Rents are considered high, especially on the small holdings, the rental of some of these exceeds 20*s.* an acre, while the largest farms are under 15*s.* per acre. All the farms are let by the year, under a special agreement.

61,511. Do you put in the agreement?—I will hand in the agreement, my Lord. (*Handed.*)

61,512. We will mark that “C.”?—The conditions of which appear very hard, but they are never enforced. Five of the present holdings are consolidated. The effects of this, evidently, is to reduce the population by five families. There was no trouble nor trespass with game while the landlord lived upon the estate. But when the Hall and the shooting was let to a sporting tenant, the rabbits increased fearfully and caused a considerable trespass. I may add to this, that one tenant in less than three months killed over 3,500 rabbits on his farm.

61,513. Can you give us the name of the tenant and the name of the farm?—John Lewis, Gellygynan.

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[Continued.]

Chairman—continued.

61,514. How big was this holding?—It was the biggest farm on the estate.

61,515. How many acres was it?—About 3,500.

61,516. And he killed over 3,000 rabbits?—Over 3,500.

61,517. Have you any other evidence besides this to give us?—I have, my Lord.

61,518. The Commissioners propose to take this personal evidence first. Any questions they wish to ask upon it they will ask now, and have the general evidence afterwards. I myself have only two questions to ask you: Was the claim of 90% that you made, and which was met, as much as you had a right to claim, or did you claim more?—We believed that we could claim more, my Lord, but we preferred to have an amicable settlement.

61,519. You did get practically what you asked for?—Yes.

61,520. You were satisfied with that?—We were satisfied.

61,521. Then that settles that matter?—Because as for Mr. Carstairs Jones himself he was one of the best landlords in North Wales, and one of the nicest gentlemen, but, as he said to me, he was “poked” by others.

61,522. But what did this Welsh League refer to. Did it refer to anything besides tithes?—Oh, yes, to a land-purchase scheme and several other things.

61,523. It was a scheme that interfered with land tenure generally?—It was, my Lord.

61,524. As well as the tithe question?—Yes.

Lord Kenyon.

61,525. There are one or two things in your evidence which I should like to ask you a few questions about. You say in 1870 or thereabouts—after the meeting with regard to the school board—you experienced a marked change in your landlord's attitude towards you?—I did, my Lord.

61,526. But a few years afterwards he made you local agent—He did after I had notice to quit, and after I retook the farm. We got over the school board difficulty, and he and I were elected members of it.

61,527. Was that why you retook the farm?—Well, I cannot say that. I do not suppose he could get an applicant for the farm then. It was really a biggish farm, and had been on their hands for some time before we took it the first time.

61,528. Was this the farm upon which by any chance there was this enormous quantity of rabbits?—No, my Lord.

61,529. Did you retake it at the same rent?—We did.

61,530. Were you surprised that your landlord did not quite like your being president of this society?—No my Lord.

61,531. You did not think he would agree to the tenets expressed?—Well, as to the landlord himself, he would agree.

61,532. He would agree?—He would.

Lord Kenyon—continued.

61,533. Do you mean with everything contained in this pamphlet?—Not with everything in that, but with my being president.

61,534. Did you know that he did?—Yes, I knew that he did.

61,535. There are several things that I should think a landowner would not quite agree with at present or at that time at any rate; for instance, that game laws should be abolished. Did he go in for shooting at all?—On a small scale, but he was against keeping rabbits.

61,536. I daresay?—He killed all the rabbits whilst he was living amongst us.

61,537. With regard to the large number of rabbits that were killed which you spoke about, did the shooting tenant kill them, or did the tenant himself?—The tenant himself.

61,538. Did the shooting tenant kill any?—He killed on our farm, the Plas farm, and Gellygynan farm, in two days, something between 800 and 1,000 rabbits.

61,539. How did they get up to such a head; did you not take steps to keep them down?—It was because we were amongst the mountains and the plantations.

61,540. This was before the Ground Game Act?—No.

61,541. Do you think the Ground Game Act would prevent anything of that kind happening now?—The Ground Game Act had been passed then.

61,542. I understood you to say it was before that?—It had been passed then.

61,543. How was it that the tenants did not keep them down?—Because the tenants did not take advantage of that. While the landlord lived amongst us we had nothing to complain of, but when the Hall and the estate were let to a shooting tenant they became very troublesome.

61,544. Why did they not take advantage of the Act then?—They did afterwards, but that was the first year. I was commissioned to go round among the tenants after that to order them to protect themselves.

61,545. That would be Mr. Jones' wish I take it?—Yes, Mr. Jones' wish.

61,546. Did Mr. Jones agree with you on the tithe question; I think you said he did not?—He did not, my Lord.

61,547. You say, with regard to the Gellygynan estate, that the rents are considered high, especially on the small holdings. I suppose you would say that the small holdings are rather more expensive to the landowner than the large ones?—Yes, they are a great deal more expensive.

61,548. That is the reason, no doubt, of their being more highly rented?—There is no doubt about it.

61,549. At the same time, I suppose, you would like to see plenty of small holdings?—I should like to see more.

61,550. There is one matter in your league as to which I should like to know your opinion. With regard to the railway companies, you say: “The same terms should be secured to the

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- Lord Kenyon—continued.

"farmers of this country from railway companies for the transit of animals, corn, and all other agricultural produce along their lines, as are charged for the conveyance of foreign produce, &c." That would be an excellent thing if you could get it; but how do you propose to arrive at it?—By the interference of Parliament. I do not suppose there is any other means, my Lord.

61,551. Parliament does limit their rates at present, as you know?—Yes; but then it did not.

61,552. Do you mean at the date of this; did it not limit them then?—I do not suppose it did.

61,553. This was in 1887?—It was after that I believe, that Parliament interfered with the rates.

61,554. I think it would be an excellent thing if we could get agricultural produce carried cheaper; but I should be very glad to know how to do, it?—There is another thing; I should very much like to have more railways—we are 7 miles from Mold, 7 miles from Ruthin, and the district is very outlandish.

61,555. Now you are referring to your general evidence, are you not. I was merely asking you how to obtain this feature, which I see mentioned in your pamphlet?—Our scheme was (whether it was right or wrong is another thing) to get Parliament—to get the State—to buy up all the railways, and to give all the facilities necessary for the transit of agricultural produce.

61,556. Do not you believe in private enterprise?—I do.

61,557. You would like private enterprise to start it, and then the State to buy it up. Is that so?—Well, unless it could be done otherwise.

61,558. Then you say: "No further loans from the public exchequer to be paid by Parliament to landlords." Why; what loans are you referring to?—Something similar to what I understand landlords have in Ireland.

61,559. With regard to improving their property, do you mean?—Yes.

61,560. Why should not they have any further loans?—Our case is that it should be extended to the tenant farmers and not to the landlords.

61,561. But why should not the landlords have it as well; you do not say that as well. You say facilities should be given to the tenants to purchase their farms; but you also say, "No further loans from the public exchequer should be made by Parliament to landlords"?—Yes, we considered (whether we are right or wrong is another question) that the landlords were favoured rather too much in comparison with what the tenant farmers were.

61,562. Would it not be better to level up instead of levelling down?—Yes, to level the tenants up.

61,563. I mean instead of taking it away from the one you might have granted it to both?—We did not want to take it away.

61,564. Then there is another thing at the end that I do not quite understand. Perhaps

Lord Kenyon—continued.

you will explain to me what it means: "In conclusion, the members of the League are most anxious to call the attention of tenant farmers to this fact—that there is nothing more important to them and their families, and the interest of the country generally, than that they should be perfectly faithful to one another, and abstain from interfering with each other's farms when tenants apply for reductions, until they have ascertained from the tenants themselves that they are free?"—Yes; it is a complaint in the country, that when a tenant farmer gives up his farm because of the high rent, and tries for better conditions and lower rent, his neighbours sneakingly will go behind him and take his farm.

61,565. But the tenant has to give notice first, do you mean?—The tenant has to give notice first.

61,566. Would not he be free then?—The tenant would be free; but he gives notice in order to get better terms. Generally he speaks to his landlord first of all, and is advised by his landlord or his agent to give notice in order to try and arrive at the better conditions—better terms.

61,567. Do not you think that a tenant farmer sometimes gets a reduction without having to give notice?—Very seldom.

61,568. Really?—Very seldom. In my own case I had to give notice when I had a reduction, although I was local agent.

61,569. Is that your own experience as sub-agent?—Yes.

61,570. You never granted an abatement or advised an abatement of rent without advising the tenant to give notice?—Abatements we have been having.

61,571. But when you were local agent did you never advise Mr. Carstairs Jones to give a reduction of rent without the tenant previously giving you notice?—Dear me, yes, several times.

61,572. It is a very curious way of doing it. If the reduction is fair and reasonable, and not unwarranted, it might have been got at without the tenant having to give notice?—It appeared so to me, but the landlord would not do it. In this part of the country they are generally against lowering the rent to a sitting tenant.

61,573. They are generally against lowering the rent without reason, I suppose, to sitting tenants or otherwise?—Yes, but who is to decide upon the question?

61,574. You say that some neighbours came sneakingly behind them. Did not that go to show that the farm was worth what the landlord considered it?—No.

61,575. Do you mean that they took it on the chance of farming at a loss?—Well, I cannot say what their views were. Perhaps they had a grudge against their neighbour. In some instances they had, I knew, but there were several farms on the Gellygynan estate, for which I had several applications before anything was heard about the sitting tenants giving the farms up.

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Lord Kenyon—continued.

61,576. You think they would injure themselves by paying too high a rent in order to pay off a grudge against their neighbours?—They have done it.

61,577. Had this league of yours many members?—Dear me, yes, many hundreds—many thousands.

61,578. Is it in existence now?—No.

61,579. It has come to an end?—It has come to an end.

61,580. How is that?—Well, I cannot say, except that the Liberal Federation was got up and the members joined that and left the Land and Labour League, thinking that to keep up one political machinery was quite enough?

61,581. They thought the Liberal Federation expressed the views contained in this pamphlet. Is that so?—Yes.

Mr. Brynmor Jones.

61,582. I think that Mr. Swetenham in his letter says—"The resignation of your farm will, I fear, not meet the case, because under your rules it would be boycotted and no one would take it." Do you know of any rule that bears the construction placed upon it by Mr. Swetenham?—No, there is no rule to that effect.

61,583. I can find nothing except the words which my Lord Kenyon read—"There is nothing more important to them and their families, and the interests of the country generally, than that they should be perfectly faithful to one another, and abstain from interfering with each other's farms when tenants apply for reductions, until they have ascertained from the tenants themselves that they are free." That seems to me the only part of the pamphlet that Mr. Swetenham could have referred to. What construction do you place upon that?—What I said to Lord Kenyon, that it only meant to stop farmers from interfering while the sitting tenants were trying for better terms.

61,584. These words, I think, bear that out. It says "Until they have ascertained from the tenants themselves that they are free?—Yes.

61,585. You did not mean to interfere with the letting of the farms when once they were free from the sitting tenants?—Not in the least.

Lord Kenyon.

61,586. You told me just now that you did not consider they were free although they had given notice to quit. When do you consider they would be free?—When the landlord would refuse to lower the rents and to alter the terms.

61,587. But how long are these transactions to go on?—In our case it took six months, and something over six months.

61,588. I think the notice to quit had expired. Is that so?—No. Mr. Swetenham told me this—"Well, I will accept your notice to-day; stay on and we shall talk over it at the next audit, and in the meantime, until things have im-

Lord Kenyon—continued.

"proved, I must reduce all round to all the tenants, and you will have a reduction, the same as others."

Mr. Brynmor Jones.

61,589. I can see nothing else in the pamphlet except that phrase that you have explained. Now you have been the president of this association, and I will ask you this: did it ever attempt to boycott any landlord or any farm?—No.

61,590. Are we to understand that you complain of being dismissed from the tenancy?—Well, I did not complain; but I was dismissed.

61,591. You are complaining of the notice to quit?—We had notice to quit.

61,592. The farm?—The farm and the agency as well.

61,593. In what way do you think you could fairly complain of Mr. Carstairs Jones dismissing you, seeing the line that you were taking under this as a politician?—I do not quite understand you.

61,594. You say you complain of being dismissed from the agency?—I do not complain, only I have been dismissed. I do not complain at all.

61,595. But you do complain of receiving notices to quit your farm?—I do.

Mr. Griffiths.

61,596. Do you know of any tenants who are afraid to avail themselves of the privileges of the Ground Game Act?—I do, a great many.

61,597. Why?—Because they are afraid of their landlords.

61,598. Although the law permits them, they are afraid that the landlord will not submit to it?—Yes.

61,599. Is it your opinion that there are some tenant farmers that are afraid to come forward to give evidence before this Commission?—I know it is so.

61,600. Do you think that some of the landlords view the Welsh Land Commission as something like the thin end of the wedge to this land reform that you are speaking of?—I believe so; that is my opinion.

61,601. And therefore it makes the tenants afraid?—Well, the tenant is afraid of his landlord here again. He is afraid of the same treatment as what I had.

61,602. And there are many such instances, I suppose?—I know of several.

Mr. Richard Jones.

61,603. Do you find that the way in which the tithe is settled works out unfairly to the tenant farmer?—It does.

61,604. In what way?—Do you refer to the last Bill?

61,605. No; I mean the method of settling the averages of the tithe?—Oh, dear me, very unsatisfactory.

61,606. In what way?—It is settled in Wales according to the price of wheat from the best

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Mr. Richard Jones—continued.

places for wheat—from the best land in England and in Wales. There is no consideration whatever for the uplands and poor farms. The amount of tithes upon our farms in Llanarmon is decided by the value of wheat from the very best markets in Wales and in England.

61,607. And your contention is this, that the corn raised in Wales is of such a quality that it would not attain the price of those best markets?—That is so.

61,608. Have you any objection to the septennial averages. The average is taken for the seven years?—Yes, I do object to that.

61,609. You think it should be shorter?—It should be less—the previous year.

61,610. I see you advocate—at least one of the objects of this league is to have the averages fixed by the county boards, or what we would now call the County Council. County boards I believe were in contemplation when this league was established?—Yes.

61,611. You think the County Council is the best body to fix the averages in each county?—It would be fairer a great deal; each county would be valued according to its own produce to the value of the sample wheat of its own production.

61,612. And you would get witnesses from different parts of the county to give evidence before the County Council?—Yes, we should get witnesses from the upland districts, and get the upland districts valued according to their own samples and the lowlands the same according to theirs.

61,613. You mentioned about the action which you had taken in the formation of a school board. Do you think that there is a hostility amongst the landlords against the establishment of school boards?—Yes.

61,614. Why?—I believe it is because it interferes to a very great extent with the vicar or rector of the parish, and it has been prompted, in my opinion, by these officials.

61,615. You think that they object to a school board because it is a sort of disestablishment of the parson?—Yes it was so in our parish. Our landlord did not intend to interfere at all until the vicar went to him. The vicar himself acknowledged that to me personally.

Mr. Grove.

61,616. On the question of tithe I suppose we may take it for granted that it is the best wheat generally that comes to the market to be sold? Are inferior wheats sold much?—No, the inferior wheat is used as fodder for the animals.

61,617. Therefore by fixing the tithes upon the market price of wheat they are fixed on the very highest scale possible?—That is so.

61,618. And it does not show the average value of the wheat grown in the country?—No.

61,619. Then in addition to that being an unfair basis you consider that the seven years' average is too long altogether, do you?—I do.

61,620. With regard to these rabbits, who had the money for those rabbits—the tenant

Mr. Grove—continued.

farmer?—The tenant farmer for those that were fit to be sold, because the big and small were counted in the number I have given. They hired a man purposely for killing them.

61,621. It would come to a big sum, would it not—100%?—No, I do not suppose it would come to one third of that, because most of them were young ones, not marketable at all.

61,622. You advocate that without the State taking over the railways it should subsidise the railways, so as to enable the companies to carry English produce at the same rate as foreign produce?—Yes.

61,623. In the same way that in Germany they do in carrying iron; they carry it at a very, very low rate on purpose to compete with other countries. Some arrangement of that sort you think might be made?—Well I believe it could be made.

61,624. You speak of the witnesses being afraid to come forward. Do they generally know of the Witnesses' Protection Act?—They do.

61,625. But they consider that that does not give sufficient protection as there are many ways in which a landlord might show his displeasure that would not be covered by that Act. Is that what you refer to?—Yes.

Professor Rhys.

62,626. When was the tithe agitation at its height?—In 1887 and 1888.

61,627. Do you remember Sir John Bridge's commission of inquiry?—I do.

61,628. I forget now whether you gave evidence or not then?—I did not.

61,629. But you followed it?—I did.

61,630. I ought to be well acquainted with the doctrines of your league because we heard a great deal about it then. When did the league come to an end?—About 1880, I believe, or 1881.

61,631. I think you said that the Liberal Federation came in?—Yes.

61,632. Had that been started then?—Yes.

61,633. Was there any formal transference of membership from your league to that, or did your league simply die out?—No; a resolution was passed at the annual meeting of the Federation to take the work of the league.

61,634. So you felt that as a league you had nothing more to do?—Nothing more to do.

61,635. Do you know of any small freeholders in these parts?—Well, I know a few.

61,636. What do you think of them. How are they doing?—They are doing well.

61,637. They are doing well; you say that?—They are doing well.

61,638. Of course your views are very comprehensive, but short of having all that you contemplate or contemplated, you think it would be a good thing if the number of small freeholders were increased?—Certainly.

61,639. I asked that same question the other day of an advocate of "Land Nationalisation," I think that is the term, and he did not

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[Continued.]

Professor Rhys—continued.

approve. Would you explain your view?—I am more in favour of small holdings and small freeholders. They are the most settled in the land. There are several in our parish. Their ancestors have been there for generations, and they are the most well-to-do men of the country to-day.

61,640. Do they make the best use of the land?—Oh, yes, they do.

61,641. Do they manage their land better?—Yes, they do.

61,642. And get more out of it than the tenant farmer?—It looks tidier and produces more.

61,643. I think you just answered that some of the tenant farmers are afraid of their landlords. We have heard a great difference of opinion on that point. But how about these freeholders; are they more independent?—More independent—a great deal more independent.

61,644. I am now perhaps encroaching on the political side. Some people are afraid that small freeholders would be very Conservative?—They are different in our parts; that is all I can say.

61,645. Even then I suppose you put the political question on one side as compared with the welfare of the community at large?—I do.

Mr. Brynmor Jones.

61,646. I want to ask you one question about the common land in Llanarmon?—We have no common land.

61,647. Was there not a Llanarmon Common at one time?—Yes, there was.

61,648. We find it in the list, and I find that the Enclosure Act dates as far back as 1811?—Yes.

61,649. By section 18 of that Act there is a provision for an allotment for getting materials. The Commissioners who carried out the enclosure were to allot lands in each of the parishes not exceeding in the whole 67 acres in such places as they might think most expedient to be used and enjoyed by proprietors and their tenants for the purpose of getting limestone and other stones described for repair of buildings, and so forth. Do you know whether any such allotments were in fact made?—Yes, I know.

61,650. And are the quarries still used by the public?—They hold good most of them to-day.

61,651. And the public are allowed to use them, are they?—Yes, but in some places a few of them have been encroached.

Mr. Griffiths.

61,652. Do you think that there are sufficient farms for the requirements of the Welsh people generally?—No.

61,653. That is the reason you think that they come forward and try to deal with the landlords before the sitting tenants have settled

Mr. Griffiths—continued.

with them?—I believe so. In some instances I know that they have children in want of farms.

61,654. I was going to ask you from what class are those generally who come to take a farm. Are they people that are already in possession of farms, or are they farmers' sons waiting to have a chance?—The farmers apply for farms for their children—for their sons.

61,655. When you lost the agency of this estate, did the landlord form a company to take the farm?—He did not.

61,656. Why?—I do not believe he could, and it was not necessary.

61,657. Is it not the fact that the average wheat grown in Wales is only equal to what we term the tithe wheat in England?—Quite so; I know it for a fact.

61,658. That is, taking all the years together, from wet seasons and the like, very often our wheat is practically useless?—Very little used.

61,659. Is the wheat generally used for bread now where it is grown, or is it used for feeding cattle and pigs?—For feeding cattle and pigs. In some places—the best of the places in the vale—they get good prices; but that is about 2s. per quarter under the average of the English market.

Chairman.

61,660. This is your schedule?—It is.

61,661. Would you like it to be read?—Thank you.

61,662. What is this: is it your own average, or is it anything that you can vouch for?—It is the farm which we held.

61,663. That is the profit-and-loss account, is it?—Yes. See 61,733.

61,664. In 1876 the rent was 100*l.*, the tithe was 17*l.*, the rates were 17*l.*, the labour paid 80*l.*, the unpaid labour valued at 80*l.*, and "lost by accident"—what do you mean by that?—Animals dying.

61,665. Lost by accident 20*l.* The total of that is 314*l.* The produce sold in 1876 amounted to 360*l.* So the profit to the tenant farmer was about 40*l.* Now in that do you include your cost of living?—Yes.

61,666. I mean that is the profit after all expenses?—That is the profit.

61,667. You have put in your living expenses?—Yes.

61,668. Your living expenses are in that?—The living expenses are in.

61,669. After you had fed your family and clothed them and lived, you had 40*l.* to the good; is that it?—Yes, in 1876.

61,670. That was the profit on the year when everything was paid?—Quite so.

61,671. Schooling and everything?—Everything.

61,672. Now in 1893 the rent was 90*l.*?—An abatement of 10 per cent. was made.

61,673. The tithe was 15*l.*?—Yes.

61,674. The rates about 17*l.*?—About the same.

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[Continued.]

Chairman—continued.

61,675. Exactly the same; the paid labour was 80*l.*, exactly the same; the unpaid labour was 80*l.*, exactly the same; the losses by accident that year were 10*l.*?—Yes.

61,676. That was a lucky year, was it?—No, it was because of the reduction in the price of animals.

61,677. You lost as many animals, only they were half the value; they had depreciated 50 per cent.?—Half the value.

61,678. The total of that is 292*l.*, as against 314*l.*. Then the produce sold off the same farm in 1893 was 180*l.*, as against 360*l.*?—Yes.

61,679. The loss to the farmer in that year was 110*l.* instead of a profit of 40*l.*?—Quite so.

61,680. You put as a note at the bottom of that, "The farmer in order to avoid this loss has to reduce the paid labour bill, and he is not able to pay his children for their work?" That is the case.

61,681. Are you a married man?—I am not; but I know of instances, I am sorry to say, where the tenant farmer has children at home to do the work, and he has children in service in the big towns of England who send home their earnings to help him to pay his rent and tithes and taxes.

61,682. Then you say that without those earnings of the children who are in service a tenant farmer would be unable to pay his rent?—He would be unable to pay his rent in these last years.

61,683. In some cases, or in many cases?—In many cases.

61,684. That you know from your own personal knowledge?—I know it from my own knowledge.

Lord Kenyon.

61,685. This is your own case that you have given here?—It is my experience.

61,686. But this bill, I mean?—Yes, sure—my experience on our own farm.

61,687. What is the unpaid labour?—80*l.*

61,688. Yes; but what is it?—The children.

61,689. Whose children?—The tenant farmer's children.

61,690. But I thought this was your own case?—My own experience.

61,691. Is not this your own farm?—My brother and I were together.

61,692. Then you refer to your brother's children, do you?—My brother's children—at any rate he had a child.

61,693. I want to know what the unpaid labour is so as to arrive at whether it is a fair estimate or not; what was the unpaid labour?—Myself, my brother, an uncle of mine, and my sister-in-law. We were all working hard.

61,694. In 1893 was that the case?—In 1876.

61,695. Was that the same in 1893?—The same in 1893.

61,696. What was the paid labour; how many hands were there?—We had more in the harvest. We had two servant girls round the year and a

Lord Kenyon—continued.

young man and a lad with the horses, and at the harvest we had to get more.

61,697. Did you sell as much stuff in 1893 as you did in 1876?—About the same.

61,698. About the same quantity of stuff?—About the same quantity of stuff.

61,699. And it only realised half?—It only realised half.

61,700. Being a bad year, 1893, perhaps you did not keep very much in hand. Did you keep more stock in hand hoping for a better year?—No.

61,701. You really sacrificed it?—Yes, we really could not keep more.

61,702. The farm was stocked up as far as it would hold?—Yes.

61,703. I want to ask a question about those tithe averages of yours. Do you consider this a wheat-growing country?—No, it is not.

61,704. So you think it is unfair that the averages should be based upon corn; is that it?—It is very unfair.

61,705. Suppose it was based upon other things, would not the inclination be up instead of down?—No.

61,706. I thought wheat was about as low as it could go?—Are not cattle as low as they can go?

61,707. Not this year?—I believe they are.

61,708. Oh, no; they are better than they were last year anyhow?—Very little.

61,709. And sheep are not bad this year. Sheep are rather dear?—Well, not dear; but they fetch better prices.

61,710. If you happened to want to buy them, as I do, you would find they are not so very cheap?—We had to buy some the week before last. We deal in Welsh sheep.

61,711. At any rate if the averages were based upon stock they would be higher, probably, than the averages in corn?—Very likely they would have been when the high prices were upon cattle; but now it would not be so.

61,712. You think not?—Oh, no, because cattle are down 50 per cent.

61,713. And how about the wheat-growing counties, Lincolnshire and Essex, in England?—There are many farms in England out of cultivation on that account.

61,714. Yes, out of cultivation simply because they cannot make wheat pay?—Yes.

61,715. Nothing could be worse than that. I think you have got the lowest point that you can get in corn averages?—I believe so.

Chairman.

61,716. There are some questions handed in by Mr. Owen Wynne: "Did the tenant sell the 3,500 rabbits?" You said he did sell them. If so, could you say what he got for them?—He sold only those that were marketable.

61,717. That is what I understood you to say. Then Mr. Owen Wynne would like to know if you can answer this: "What did he

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[Continued.]

Chairman—continued.

get for those rabbits?"—I do not know that, I cannot say.

61,718. Do you know what his rent was?—Well, I do not remember now.

61,719. "Is it not a fact now that, if a farm is vacant on the Gellygynan estate, there are many applicants for it?"—Yes.

61,720. "Are the tenants satisfied with the present management of the estate?"—They are very highly pleased. The present manager is one of the best agents I believe in all Wales.

Professor Rhys.

61,721. What is his name?—Major Birch. If he will be spared for a short time the estate will be a model to all Wales.

Chairman.

61,722. These are questions by Mr. Owen Wynne—"Were you at a meeting at Ffyn-nongroyw, near Mostyn, in February 1888, with Dr. Pan Jones and Rev. Spinther Jones in support of your Land League?"—I remembered being there in company with those gentlemen.

61,723. "And did you second a resolution of Dr. Pan Jones, in the course of proposing which he said, 'There was an unholy Trinity in existence in the county, the clergy, the landlords, and the stewards, and it was composed of the most ungodly people the world had ever seen.' Do you remember that?"—I do not remember what the resolution was. I do not suppose such terms would be used in a resolution at all.

61,724. But Mr. Owen Wynne says that Dr. Pan Jones used these words in the course of proposing a resolution. He does not say it was in the resolution. Do you remember that or not?—I remember being there, and maybe he did use those words, but such words as those would never be in a resolution.

61,725. Mr. Owen Wynne does not say that. He wants to know, do you remember those words?—I do not remember.

61,726. And did you say "at present the farmer, the landlord, and the clergy live upon the land, and some of them must go. The farmer must remain, and who should quit—the landlord or the clergyman? Well, they would try without the parson first?"—Very likely I did say that.

Mr. Brynmor Jones.

61,727. When was this meeting?—The meeting at Ffyn-nongroyw do you mean.

61,728. The meeting to which Mr. Owen Wynne's questions refer?—Oh, I said that several times over. I cannot mention a particular case, because our contention was this, that the present rate of prices was such that the land could not keep up this Trinity—that unless the

Mr. Brynmor Jones—continued.

expenditure were reduced one of the three would have to go.

Chairman.

61,729. Then I have some questions by Mr. Vincent—"Did you hold the same farm in 1876, and in 1893?"—I did not.

61,730. "In fact Mr. Carstairs Jones turned you out before 1893, did he not?"—He did.

61,731. "Then what is the basis of your comparison of expenses?" I suppose that refers to this schedule?—The expenses of cultivation of the farm would be the same in 1893 as in 1876, because in our neighbourhood there was no rise in the wages of labourers; the expenses of cultivation would be exactly the same.

61,732. What Mr. Vincent means is, that you have given an account of the rent of a farm in 1876 and in 1893, and it was not the same farm?—I am taking the same farm, but my basis was the expenditure in 1876. It would be the same expenditure in 1893.

61,733. They are not actual figures. They are estimated figures?—Estimated figures.

61,734. I understood this to be the regular return of the farm—the same farm?—Oh, no.

61,735. We must get that quite clear. It is what you would estimate the same farm would produce in 1893 with a 10 per cent. reduction?—Yes, that is what it is.

61,736. Lord Kenyon would like to know whether those are your actual figures on the farm in 1876?—Oh, no.

Lord Kenyon.

61,737. It is purely an estimate for both years?—Purely an estimate for both years.

61,738. I thought you kept accounts?—No, but it is based upon my experience.

Chairman.

61,739. Questions by Mr. Vincent continued—"Do you consider a landlord ought to have no interest in his capital invested in houses and buildings?"—Oh, he ought to have interest.

61,740. "Do you know such interest all but absorbs the rent?"—In some instances I know it does.

61,741. That the interest on the buildings alone does?—The interest on the buildings alone.

61,742. So that the landlord gets practically nothing from the land. That is what it comes to?—Yes.

61,743. "The Land League was in favour of the three Fs, land courts, limitation of royal-ties, abolition of entail, abolition of loans by Parliament to landowners, the abolition of all game laws, of throwing open rivers to all fishermen, was it not?"—Yes.

61,744. "Mr. Gee, of Denbigh and the 'Baner,' was the treasurer of the league, was he not?"—He was.

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[Continued.]

Chairman—continued.

61,745. "The 'Baner' is not exactly a friendly paper towards landowners, is it?"—I believe it is.

61,746. "Do you remember the following passage, quoted in Lord Penrhyn's evidence, 'from the 'Baner' November 1887—'One of the chief duties of these associations and friends of the farmers is to publish the 'villainous and horrible acts of landlordism'?' Do you remember that?—I do not remember it just now.

61,747. "Do you think that the position of land-agent is possible for a man holding your views?"—Oh, certainly, yes.

61,748. "The 'Baner' recommended boycotting, did it not?"—I do not believe it did.

61,749. "Did the 'Baner' (August 31st, 1887, see Lord Penrhyn's evidence), 'We ought to stand out for a general reduction in our farms. And if any Judas happens to come to sight he ought to be chased out of the country'?"—I do not remember; but it might be in letters from correspondents or something of the kind.

61,750. That might have occurred in letters from correspondents?—Yes.

61,751. But you do not know of your own knowledge?—I do not remember it.

61,752. "The Land League is and always was a failure, was it not?"—Well, I cannot say it was a failure, because it was taken up by the Federation. That is why the Land League stopped.

61,753. "Did the 'Baner' say (November 2nd, 1887)—'A kind landlord; he is a Liberal among Tories, a John Howard among slave owners, a kind John amongst bums and scamps'?"—Well, I do not remember seeing such a thing in the "Baner." I do not always read letters from correspondents.

61,754. You do not remember that?—No, I do not remember reading that.

61,755. "Was the following description given of landlords, 'a man with the mouth of a hog, the teeth of a lion, the nails of a bear, the hoofs of an ass, the sting of a serpent, and the greed of the grave'?" Do you remember that?—No, I do not, and I am quite certain that if they were at all they must have been in the letters from correspondents.

Professor Rhys.

61,756. You mean anonymous correspondents?—Anonymous correspondents.

61,757. And would these letters be mostly during the great agitation about tithes?—They might be.

61,758. While feeling ran very high?—Yes.

Chairman.

61,759. Questions by Mr. Vincent continued—"Is it reasonable to expect landlords to keep on their estates, if they can help themselves, men holding your views?"—Well, I do not know why not, because we are great friends of landlords always, if they are reasonable and fair.

Chairman—continued.

I did my best faithfully,—I have letters from Mr. Carstairs Jones saying, that although I was in favour of a Land League I did my duty faithfully to him as long as I was in his employment

Lord Kenyon.

That is much to your credit.

Chairman.

61,760. Questions by Mr. Vincent continued—"You know, do you not, that if you did get rid of the parson you would have to pay tithe just the same?"—Exactly the same.

61,761. "So that to get rid of the parson would be no gain financially?"—In one way it would not and in another way it would, because it creates a good deal of ill-feeling between the landlord and tenant.

61,762. "Do you still say the 'Baner' is friendly towards landowners?"—I always understood it to be so.

Mr. Brynmor Jones.

61,763. I just want to ask a question arising out of the answer you gave in reference to Mr. Vincent's question concerning tithes. The question I think was, whether there would be any relief proposing a measure of Disestablishment and disendowment were passed—I suppose that is the meaning of the question. That would depend of course on the application of the tithes would it not?—It would.

61,764. It is one thing to pay tithes to the clergymen, who receives them for his own benefit, and another to pay tithe to the State. Is that what you mean?—Quite so; yes.

61,765. How would you apply the tithes?—Well, I would apply part of it for educational purposes. That would reduce the expenditure of a farmer to a very great extent. He would have education for his children much cheaper.

Chairman.

61,766. Then I have some questions by Mr. Llewellyn Jones—"Do English and Scotch farmers, as a rule, succeed in your district?"—They do not.

61,767. "To what do you attribute their failure?"—They do not understand the land in our part. It is high, cold, mountainous land, and they do not understand how to cultivate it. They know very well how to take out what has been put in, and when it fails to produce, they go and leave the rent unpaid.

61,768. That is your experience of English and Scotch farmers?—Yes.

Lord Kenyon.

61,769. And perhaps they are not so thrifty?—They are not so thrifty, and they have been accustomed to different land.

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[Continued.]

Chairman.

61,770. There are two other questions by Mr. Owen Wynne—"Do you know that the 'letter to the 'Baner,' in which landlords are so 'flatteringly described, is signed 'D. Oliver 'Edwards'?"—Oh, no.

61,771. You know nothing about it?—I know nothing about it. That is a correspondent of the "Baner."

Lord Kenyon.

61,772. Do you know him?—I do not.

Chairman.

61,773. Then Mr. Owen Wynne asks: "Is he a minister of the Gospel?"—I do not know him.

61,774. Now you have something to say about a place called Plas Llanarmon, where you lived?—Yes. In the beginning of the present century Plas Llanarmon contained something over 350 acres in extent, and was leased to a man named Edward Humphreys, at a yearly rent of 70*l.*, and two good fat geese at Christmas.

61,775. What is the date of this?—1775, or something like that.

61,776. Is it necessary to go back as far as that?—It expired in the fifth year of this century.

61,777. Do you wish to go back as far as that?—No. I only just mentioned that. The ease expired in the year 1805. Then another ease was offered to the tenant, and a reduction of 10*l.* in the rent. This he refused because he considered the rent too high. Another man, named Jonathan Oldfield, came forward and took the farm, and became insolvent. In the year 1855 this farm was re-valued after it had been reduced in extent by about 100 acres or more. According to that valuation, the gross estimated rental was 159*l.* In the year 1866 this farm, after it had been reduced again by something over 100 acres, was let at a rental of 130*l.* In the year 1886, after it had been increased in extent by 17 acres, it was let at a rental of 126*l.* I do not think the different owners of this farm could have spent upon it in repairs, from 1800 to 1886 more than from 100*l.* to 150*l.* The increase in the value of this farm is due entirely to matters other than any outlay of the owners thereof.

61,778. Now, shall we take your general evidence?—If you please.

61,779. I will ask you questions upon the document you have handed in, but a great deal of the information you have given we have had repeatedly before us already. We know all about the usual date of entry and changes of tenancy and reduction in prices, and so on. Now, about the agreement and lease. Will you put in an agreement?—I believe I have put in a copy of the agreement. I object to some clauses in the agreement as being rather hard, but I must say that it is very seldom they enforce any. They tried to enforce one upon me.

61,780. They did?—They did.

Chairman—continued.

61,781. What was it?—It was because we had not a sufficient number of acres under green crop. You will see a notice in the schedule at the end; they allow 82 or 83 acres to be arable, while the rest is to be pasture, and of that 80 acres only 40 acres was allowed to us to be under tillage in one and the same year, and out of that one fourth of the whole arable land was to be under green crops, and, therefore, we could not have more than 20 acres under white crop altogether, and 20 under green crop. That is very unfair, and a very great disadvantage to us in the uplands.

Lord Kenyon.

61,782. Is that the usual clause in these agreements?—It is in all of them.

61,783. And does the landlord usually try to enforce them?—No, I am not aware of any instance except in my own case, and here is the rent book, showing that I was charged 200*l.* That was before the election in 1868. It was entered in the book by the agent and scratched off by the landlord at the time of the election.

Professor Rhys.

61,784. Would you mind passing me up the book. Have you any objection to my seeing it?—No (*handing book*).

Lord Kenyon.

61,785. Was it a 200*l.* fine?—Yes.

61,786. A fine for infringing that clause?—Yes.

Chairman.

61,787. There is one thing we should like to know; have changes of tenancy become more or less frequent?—I believe they are about the same.

61,788. The temporary abatements, I think you have told us, were 10 per cent.?—Yes.

61,789. Then you pay the rent six months after it becomes due?—Yes.

61,790. The charges are paid in the usual way, and rates are very much the same?—Yes.

61,791. What is the average size of farms in your district?—About 50 acres, I should think—from 40 to 50.

61,792. What is the production?—It is grazing land, mostly; very poor arable land.

61,793. You have told us that farming has depreciated very much. You have shown us that in the tables you were good enough to prepare for us?—Yes.

61,794. Which does best, a small or a big farm?—A small one in these years.

61,795. Then you have told us about their condition. You have told us your experience in having to work very hard, and so forth. Are skilled labourers scarce or not?—I cannot say they are scarce. There is nothing for them to do.

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[1894] *Continued.**Chairman—continued.*

61,796. The landlords, I take it, do all the improvements—the house and buildings?—The tenant farmers do a great deal.

61,797. What do they do. We should like to hear about that. We are generally told that the landlords do everything, even to hanging gates. Is that your experience?—They hang the gates, no doubt, but during Mr. Swetenham's time they did not. The tenant had to buy the gates, and pay for them, and hang them himself.

61,798. To pay for his own gates?—To pay for his own gates.

61,799. What did a gate cost?—Five shillings.

61,800. Do they ever do anything to the house; painting or whitewashing?—Yes, tenants have to paint the house.

61,801. But do they ever do it?—They do it.

61,802. Do they?—At all events some of them do it, but others do not.

61,803. It is not general, I take it?—No.

61,804. A man who paints his house is the exception, rather than the rule?—Well, I believe he is.

61,805. Then we have had all the information about the custom of the country; about growing crops, and so on. Have you ever known an instance where compensation has been given for the general improved condition of a holding?—No; except what Mr. Carstairs Jones allowed to us on that account.

61,806. That was the 90% that you got?—And that is a very great deficiency in the Agricultural Holdings Act. There is no compensation for general improvement.

61,807. Still you told us that you were satisfied with it?—We were satisfied.

61,808. We have heard all about the rabbits, and so on, and that no attention is paid to bee-keeping. Then you have told us about the railway rates, I think?—There is one thing I mentioned, and that is the interference of clergymen between the landlord and tenant.

61,809. Yes, tell us about that?—I want to bring that out, if you please.

61,810. Yes, tell us all about it?—I hold in my hand a letter from Mr. Swetenham, which plainly shows that our vicar had been interfering in this matter (*handing in a letter*).

61,811. Do you wish that read?—Yes, please.

61,812. This is the original letter, is it?—That is the original letter.

Professor Rhys.

61,813. Is the Mr. Swetenham referred to the late Member of Parliament?—Yes.

Chairman.

61,814. This is a letter from Mr. Swetenham to yourself?—To myself.

61,815. And you vouch for its accuracy?—Yes.

61,816. This is dated the 14th of November; what year was that, do you remember?—I do not remember.

61,817. How many years ago, approximately?—About 10 years ago.

Chairman—continued.

61,818. "Cam yr Alyn, Rossett, Wrexham. Dear Sir,—Please let the man who the vicar recommends for Gwaenyffynon meet me at the 'Butchers' Arms' on Thursday next at 10 a.m. I am, yours truly, Edward Swetenham." You infer from that, that the vicar had put his own man into that farm?—It means he did not know the name of the man, but the man the vicar recommended, whoever he was, or whatever he was. We had several applicants for the farm, but he preferred to let it to the man recommended by the vicar.

61,819. To the vicar's man?—To the vicar's man. Here is another letter (*handing in another letter*).

Lord Kenyon.

61,820. Was this a farm near the church?—No, it was about two miles from the church.

61,821. Had the vicar any private knowledge of this man?—He had.

61,822. He had given him a character, had he?—Yes, he had written him a character, he had been vicar of the parish in which this man resided at the time.

61,823. It is not an unusual thing for a Churchman to apply to the vicar for a character, is it?—It is not.

Chairman.

61,824. Then this other letter is a letter from whom?—From our vicar.

61,825. What is his name?—Evan Evans.

61,826. This is a letter from the reverend gentleman to you?—No, to Mr. E. O. V. Lloyd.

61,827. Have we the power to read this letter. Is there any objection to it?—No, not the least.

61,828. You guarantee that?—I guarantee that.

61,829. "The Vicarage, Llanarmon, Mold, March 10th, 1891. Dear Sir,—I now find no difficulty in obtaining my tithes from your tenants; indeed, they are all very nice, but I fail to get it from the tenant of Bryniau, Francis Beech. I write because I understand you much object to have tithe riots on your estate, but I cannot do without my money, and must take steps soon with a view to recover it unless it is paid. I thought he might be poor and somewhat hard up, but I learn such is not the case; he has an excellent farm and that on very moderate terms. We were sorry to hear Mrs. Lloyd has been a sufferer this winter, and sincerely trust she is better by this time. Yours faithfully, E. Evans." I have got another document to hand in (*handing a document*).

61,830. What is this?—This is a circular from a certain office that was set up at Aberdovey to enable landlords to have Conservative and Church of England tenants to their farms.

61,831. This is the circular that was referred to in Mr. Walter Jones' evidence on the 14th of September, 1893, and I think I ought to read what Mr. Vincent said about it. Mr. Vincent said: "It has no connexion whatever with the 'North Wales Property Defence Association,' and as a member of that I strongly disapprove of it."

See 8808-8817, and 70,597.

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Mr. J. PARRY.

[Continued.]

Lord Kenyon.

It was unsigned, I think.

Chairman.

61,832. This is signed by a gentleman named John Davies; is that a real name, or what we might call a *nom de plume*?—It is Mr. John Davies's name. There is a letter from Mr. John Davies on the other side.

61,833. It is a Mr. John Davies?—It is a Mr. John Davies.

61,834. He is a real man?—A real man.

61,835. Is Mr. John Davies alive?—No, he is dead now.

61,836. Do you think this ought to be read, would it give any one pain?—I think the printed part ought to be read.

Lord Kenyon.

We have had the printed part already.

Chairman.

61,837. Would this cause any pain to his relations, do you think?—I do not suppose it would.

Mr. Brynmor Jones.

If the letter is to show that the circular was sent out by a responsible person, I think we ought to have it.

Chairman.

61,838. I think it is important. "Three Tuns, Aberystwyth, August 24th, 1888." This is a letter from a Mr. John Davies—to whom, do you know?—To a friend of mine.

61,839. Will you give his name?—Well, I prefer not.

61,840-1. But you will vouch that this is the letter that this gentleman received?—I will, yes.

"Dear Sir,—The circulars were at Aberdovey, and my state of health would not allow to go so far, that is reason why I have been so long replying to your letter. I have not as yet fixed any fee so far, indeed neither incumbents nor landowners seem to act on the enclosed principle as yet, but I hope I shall be able soon to convince some of them. You do not say in yours in what locality the farm is which you say will soon become vacant. Kindly say where the farm is. I have been very ill all the winter and summer, therefore I have not been able to do much hitherto; but, now, I intend to work in earnest. I am, Sir, yours respectfully, John Davies. On the other side is this circular: (Private.) No. 20, Church Street, Aberdovey. To the clergy, landowners, and tenants.—When the Church and all landed property are so severely and relentlessly attacked, and the spirit of socialism is so rapidly spreading in the Principality, it has become highly necessary for the clergy and the wealthier among the laity to know who are their true friends and loyal

Chairman—continued.

"supporters, and to act accordingly. Landowners in particular should be on their guard as to the persons to whom they let their land, and should ascertain whether candidates for their farms are the friends of order and justice, or of anarchy and confiscation. At the urgent request of several persons of influence I have opened a Conservative Registry as a medium of communication between landowners wanting tenants, and tenants wanting farms; and with the view of carrying out the suggested scheme, I have to request—(1.) That incumbents inform me of any farm vacant, or about to become vacant in their parishes. (2.) That all Churchmen and Conservatives be made acquainted with the existence of such an office. (3.) That Conservative landowners and their agents communicate with me whenever a tenant may be required. I remain, yours faithfully, John Davies."

Lord Kenyon.

61,842. I think we ought to be very much obliged to you for clearing up this case. At Delgelley, I think it was, we had the same circular produced before us, only it was unsigned. The answer was given in this way: "I suppose you are not acquainted with the name of the author of this circular." Mr. Jones answered—"I am not." Mr. Seeborn then asked him: "And you consider it a hoax?" And the answer was: "I consider it a regular humbug," and that, I think, was the impression left on our minds. Here we find that it is signed by Mr. John Davies, but do you know anything more of this circular. Have you heard anything more of this association?—Yes.

61,843. Did it have existence?—It had existence.

61,844. He says: "I have not as yet fixed any fee so far, indeed neither incumbents nor landowners seem to act on the enclosed principal as yet." So apparently he did not get much sympathy from the landowners or incumbents?—There are two ways of explaining that. The friend of mine who wrote for the circular was an unknown person to Mr. Davies, and that may be put in as a take off. I know of a family who had to leave a farm, and it was in connexion with that that I got hold of the circular.

61,845. Can you give us the names of any people who belonged to this association?—Oh, no, I cannot.

61,846. Do you know where its offices were any further than that they were at Church Street, Aberdovey?—No, I do not.

61,847. You do know of any other members except this Mr. John Davies?—I do not.

61,848. Now tell us about the interference that you speak of?—A family had to leave this country; they had to leave the farm. They had to give it up in consequence of low prices, and wanting better terms. They failed with the landlord to get any better terms, and by the means of that office a tenant was found for the farm.

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Mr. J. PARRY.

[Continued.]

Lord Kenyon—continued.

61,849. Who was the landlord?—I cannot say now. I have no permission from my informant to say, but it was in the neighbourhood of Aberdovey, in Montgomeryshire.

61,850. Was he any relation to this Mr. Davies?—I do not suppose he was.

61,851. Because the Landlords' Property Defence Association repudiated any knowledge of this association whatever, and I have some knowledge of the landowners in North Wales, and I never met anyone who knew anything about it. I should be very glad to run down the association to the bottom?—I remember I was accused of being the author of it, and I kept the name to myself. This is the first time the name has come out at all. I refused to give the names.

Mr. Brynmor Jones.

70,597. 61,852. Do you know who Mr. John Davies was?—I know nothing at all about him.

Lord Kenyon.

61,853. You know nothing about Mr. Davies?—No.

Chairman.

61,854. Have you anything else to put in?—Yes, a Welsh document addressed by Mr. Carstairs Jones to his tenants at the time of the tithe riots (*handing in same*).

61,855. Is this a copy or the original?—A copy.

61,856. Where is the original?—The original was not allowed to go out of the hand that was sent about with it. First of all the tenants were invited to dine with Mr. Carstairs Jones. Part of the tenantry went, the other part refused, and that circular was sent round by the hands of a messenger to read to the tenants that did not go.

61,857. Was that in 1886?—In 1886.

Chairman.

Before we go on with this, Lord Kenyon would like to ask you another question on the famous circular.

Lord Kenyon.

61,858. I want to know whether you will give me the name of the tenant who was found, you say, from this office?—David Jones.

61,859. What is the name of his farm?—I do not remember.

61,860. What is his address?—I cannot tell you. It is in the neighbourhood of Dinas Mawddwy. I was coming from Dinas Mawddwy on a certain day, and this man and his family, his sisters, were going in the same train away to America.

61,861. Did they give you the account by word of mouth?—They gave me the account. That is the first intimation I had of the office at all.

Lord Kenyon—continued.

61,862. Did they show you a circular like this?—No, they could not get the circulars themselves, but they had seen it and heard it read, that is all. They gave me the address of the man and everything.

61,863. You could not tell me who was the landlord on whose farm this occurred?—No, I cannot.

Lord Kenyon.

It is very unfortunate. I mean I do not want to throw any aspersion on your truth; I perfectly believe you, but it is very unfortunate that we cannot run it to the ground, as I firmly believe the whole thing is a bogus association.

Chairman.

61,864. Now for the other circular. This is a circular that was alleged to be sent round by Mr. Carstairs Jones on the 31st of June 1886. I must ask you this, because I do not like to have anything put in that we cannot verify entirely. How was this copy procured?—From the copy this messenger had. He granted it for a short time to be copied.

61,865. Who copied it?—I, myself.

61,866. You copied it yourself?—I did.

61,867. And you guarantee its accuracy?—It is accurate.

61,868. You can verify that of your own personal knowledge?—Yes, my Lord.

61,869. You saw Mr. Carstairs Jones's circular?—Yes.

61,870. And copied it yourself; this is an accurate copy of the copy that you took?—Yes, my Lord.

[The letter was read as follows]:—

"Hersedd, Mold,

"January 31st, 1886.

"Dear friends and tenants,

"I am really very sorry that I have to inform you that my health will not permit me to dine with you to-day, but I have asked Mr. Swetenham to read to you a short speech from me, and also to, listen to what you have to say on the matter that I want to call your attention to. This is my situation. I have a number of excellent men as tenants whose feelings I would not for the world hurt, and I am certain if they were left to their own proper opinion they would not cause me any pain. You know that I have always been anxious to assist my tenants in any reasonable way, and that the greater part of my life has been spent amongst you. Take for example what I have set out at Chwyleiriog, for the sole purpose of making Roberts comfortable, and what I am now doing on his behalf. If he would join the Land League or if he is joined with any such league, I should be willing to believe that he could do anything. Would the Land League help him with buildings and improvements? No; but otherwise. They are trying to deny to you and to me free will. They seek to make me let and cultivate

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Mr. J. PARRY.

[Continued.]

Chairman—continued.

my estate as they like, and they seek to prevent you from taking any farm on your own terms, but it seeks to put a tax on your own shoulders for the pecuniary advantage of the agitators of our country, as if you had not sufficient rates to face and meet. I am anxious, and I intend to be free, and I will not allow the Land League to have any voice in the matters connected with our estate. You do as you please, you are free men, choose for yourselves, either myself or the league. If your choice will be the league you will know what to receive for your annual subscriptions. If there are any burdens that weigh upon you, that tyrannise over you, I want you to discuss them at this table to-day. If they are genuine, I will do my best to remove them. I do not remember at any time giving notice to quit to a tenant, but I want you to understand my present situation, as if I have one of my tenants who is a member of the Land League. I must get rid of all, for it would be impossible for me to say that I could send that member off, and keep on those who are not members of the league, as my farms would in that way be vacant, because they would be boycotted, and I could not let them either to tenants or to a company, for it would not answer for a company to take a whole estate up, and I cannot mix the farms between tenants and a company. It follows that the tenants of Hart's Heath must decide that they will not be members of this Land League, and I am certain that they will not do so, and that they wish to remain on their farms. The tenants of Gellygynan must do likewise, if they want to stay. They must understand clearly that it will not do for one to say that he will, and the other to say that he will not. The one estate as well as the others must be farmed by tenants as before, or they must leave, and they will be farmed by a company. I hope and trust that all of you will decide to-day that you will have no connexion with this Land League, and that we shall continue on the same terms as we are now enjoying.

"Yours truly,
"J. CARSTAIRS JONES."

Chairman.

61,871. Have you anything else to put in?—No.

61,872. I think we have almost finished your evidence now?—I believe you have. I could show you more letters from clergymen, but I do not see that it would be any good.

61,873. Letters from clergymen on what subject?—From the same vicar.

61,874. On what subject?—On the subject of the tithes, something similar to the one I handed to you.

Chairman—continued.

61,875. The one you handed to us was a demand for his tithes?—A demand for his tithes, and an intimation that the farm of Bryniau was let at a very low rent in comparison with others, which appears to be very undesirable for a clergyman to intimate to a landowner.

61,876. The letter from the reverend gentleman was a demand for his tithes and an intimation that he would go to law if he did not get them?—Yes, and that he did not know why the tenant of Bryniau was so backward with his tithes unless he was short of money, and that he could not explain that, as he understood that his farm was let at a very moderate price. That intimates to the landowner that his farm was let at a very low rent.

Lord Kenyon.

Well, that is a matter of inference; you can infer what you like from it.

Chairman.

61,877. It is no use putting in letters from reverend gentlemen wanting their money; we should have a great many of them, no doubt. Is there anything else from any vicar, any threatening letter, or anything of that sort?—I have not the original of any other letter, but there is one thing I should like to say. Previous to the election of 1868 I know of an instance where the landlord, Mr. Carstairs Jones, in company with the vicar of our parish, the Rev. Robert Griffiths Jones, went to a certain farm to solicit the tenant's vote for the Conservative. The tenant complained that he wanted more buildings, and they agreed together, if the tenant would vote Conservative, he was to have a new shed. The tenant did so, and the shed is there to-day. I saw it yesterday.

61,878. I have some questions by Mr. Owen Wynne—"Is it not the fact that the owner and agent of the Carstairs Jones' property, at the time upon which you base your complaints, are both now dead?"—Yes.

61,879. "Do Nonconformist ministers never interfere between landlord and tenant in any way?"—Well, I am not aware of any interference in our district, the Gellygynan estate, at all events.

61,880. "When you were local agent, did you ever suggest to Mr. Jones that the agreement was unfair or restrictive?"—I did several times. I can produce letters.

61,881. With what result?—He refused to alter some of them. Some were altered, but those which I complained of were not altered.

The witness withdrew.

Adjourned for a short time.

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Mr. T. R. WYNNE

[4931 (continued)]

Mr. T. RICHARD WYNNE called and examined.

Chairman.

Chairman—continued.

61,882. You wish to give some rebutting evidence, I believe?—I do, my Lord.

61,883. You were an agent?—I was agent for the past 21 years on the Rûg estate, and I have now retired.

61,884. You were agent to whom?—The Honourable Charles Wynne.

61,885. What do you wish to tell the Commission?—I wish to contradict the statement of Godfrey Roberts.

61,886. Which part of the statement?—Well, in one part of his evidence he says that I held my fist in his face, and he attributes his having had notice to the fact that he declined to give up a part of his farm.

61,887. He said, "In 1887 Mr. T. R. Wynne came and asked me for a half of my land, as Mr. Vosper wanted it to rear game." Do you deny that?—It is perfectly untrue.

61,888. Then, "He wished me to give it up in a fortnight?" Is that correct?—Certainly not.

61,889. "And stated, holding up his fist, that if I would not allow Mr. Vosper to have this land, I should have to leave the place?"—Perfectly untrue.

61,890. You deny that?—I do.

61,891. "He became very angry and unpleasant." That is not the case?—It is not the case.

61,892. Did he tell you that he had 10 children?—I know he has a large family.

61,893. Did he tell you at that time?—I do not remember.

61,894. Did you say "That does not concern me. What I require is the land?"—Oh, dear me, no, certainly not.

61,895. Did he give up that land at all?—No, but in consequence of his being very much in arrear—I have the four last half-years of the Rûg rental, when he was there, for you to see—and when he left the farm he was more than two years in arrears, and it was in consequence of his being in arrears that he had notice to quit. I may say that it certainly was the wish of his landlord that he should be treated with every consideration, and he was so treated, and he was allowed to sell off the crops, although he was bound by his agreement to consume them, and that was an advantage to him.

61,896. You gave Mr. Godfrey Roberts notice to quit, because he was two years in arrear with his rent?—Because he was in arrear with his rent, he was more than two years in arrear when he gave up the farm. I produce the rental. (*Witness handed in the rental.*)

61,897. He says he received 240*l.* less for what he sold than he would have if he had been allowed to remain until the following year. Was he paid for the seeds?—He was.

61,898. He says "without being paid for the seeds." You say he was paid for them?—He was paid for what he was entitled to, and the sheep were taken at a valuation, although there was no tenant. I may say, that in consequence

of the state of the farm no tenant was found for 12 months, and it was let at 20 per cent. less; instead of being let at 75*l.* it was let at 60*l.* in consequence of the state of the farm.

61,899. The farm was unoccupied for 12 months?—That is so.

61,900. And let at a reduced rent?—It was reduced from 75*l.* to 60*l.*

61,901. I think that is all you wish to say?—That is all, my Lord.

61,902. Did Mr. Godfrey Roberts pay all his arrears before he left?—He did.

61,903. Did not you enclose some other land for Mr. Vosper in consequence of Mr. Roberts' refusal to give up the land?—It was enclosed after he left, but not during his tenancy.

61,904. Then this land about which there is a dispute was enclosed?—Not while he was tenant.

61,905. But afterwards?—Mr. Vosper had a little—there was a small quantity.

61,906. Do you absolutely deny the statement that you asked for a piece of his land to be enclosed for game?—I asked him to give a piece of his land, and the rent would be taken off that piece. See 61,887.

61,907. Then I do not think you said that before?—That is so.

Chairman.

I will ask the shorthand writer to read his note of the previous portion of your evidence.

[*The shorthand writer read the note from Question 61,885-7.*]

61,908. You denied that, I understood. You must be very careful about it. I will put it to you again?—I do deny that; I did not ask him for half of his farm, but a small portion he was asked to give up, if he wished to do so, in a friendly way.

61,909. Then the difference there is between you is that you did not ask him to give up half of his land?—Certainly not.

61,910. But you asked him to give up a small portion?—A small portion I did ask him to.

61,911. Did he refuse to give up the land?—He refused to give that up.

61,912. I will go through the matter with you again, so that there shall be no doubt about it. Did you in 1887 come and see Mr. Godfrey Roberts?—I did.

61,913. Did you ask him to give half of his land?—I did not.

61,914. Did you ask him to give up any of his land?—A small portion of some rough land.

61,915. Did you ask him to give it up in a fortnight?—Certainly not.

61,916. You did not hold up your fist?—Certainly not.

61,917. Did you say he would have to leave the place?—Certainly not.

61,918. You did not get angry or unpleasant?—I did not.

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MR. T. R. WYNN.

[Continued.]

Chairman—continued.

61,919. You did not say "What I require is the land?"—I did not.

61,920. Did he receive notice to quit at the end of a fortnight after this transaction?—I do not remember. He had the regular notice, in consequence of his being so much in arrear, but I do not remember when it took place.

61,921. You do not deny that?—Oh, he got notice.

61,922. He says "Before the end of a fortnight I received notice to quit." Is that the case?—I cannot contradict it, you know.

61,923. Then "the year I left was a bad season." Was 1887 a bad season?—I do not know that it was particularly bad, but the farm was in such a very bad state.

61,924. "But the year I left was a bad season." Is that true?—I do not remember, indeed.

61,925. You do not remember?—No.

61,926. "I estimate that I received 240*l.* less than I would have had if I had been allowed to remain the following year. I was compelled to leave without being paid for the seeds." He got all that he was entitled to.

61,927. But was he paid for the seeds or not?—He would not be entitled to be paid for the seeds if the seeds had been grazed by sheep. That is the custom of the country, and it is generally known.

61,928. Was he paid for the seeds or not?—I do not think he was, on that account.

61,929. He says also "I had paid 7*s.* for lime that year." Is that the case?—I do not know.

61,930. You do not know whether that is so or not?—No.

61,931. "And the same for guano?"—I do not know, indeed.

61,932. Did he receive a penny for lime or guano?—No, he did not.

61,933. Then he got notice to quit?—Then he got notice to quit, because he was so much in arrear.

61,934. He was two years in arrear?—More than two years when he left.

61,935. And you got all your money?—We got all the money in consequence of his being allowed to sell the crops off. The landlord would certainly not have got the money if he had not been allowed to sell the crops off.

61,936. The following questions are put by Mr. Llewellyn Jones—"Then at that time you say you dealt with him in a friendly way?"—Quite so.

The witness withdrew.

Chairman—continued.

61,937. "You were friendly with him then, were you?"—I was perfectly friendly with him altogether.

61,938. The following question is from the chair—The land was afterwards enclosed?—A small portion of some upland.

61,939. For what purpose?—For the shooting tenant—for a rabbit warren.

61,940. Yes, that is what Mr. Godfrey Roberts told us?—Yes.

Professor Rhys.

68,941. Could you say how much land you asked for in the first instance. It was a small portion, you say?—A very small portion. I do not remember the exact quantity, but it was a very small portion, and whatever had been taken he would have been allowed rent for.

61,942. That I understand?—Yes.

61,943. But what I wanted was to have some idea as to how much it was; would it be 5 or 10 acres?—It might be 10 acres. I do not remember.

61,944. What was the size of Godfrey Roberts' farm?—About 120 acres—a little more.

Chairman.

61,945. There is another question handed in by Mr. Llewellyn Jones—"How many acres are there from Ffordd Gaer to Rhagatt." What is the meaning of that.

61,946. (Mr. Llewellyn Jones.) How many acres are there on Mr. Godfrey Roberts' farm between the road and Rhagatt.

Chairman.

61,947. (To the witness.) You said there were 120 acres on the farm, did you not?—A little over 120 is the size of the farm.

(Mr. Llewellyn Jones.) My question refers to a portion of the farm between a place called Ffordd Gaer and Rhagatt.

Lord Kenyon.

It is very indefinite.

Chairman.

61,948. Can you answer that question?—No.

61,949. How many acres are there from this place to Rhagatt?—I am unable to answer that.

61,950. Has all this land been enclosed?—It was enclosed for a time, but it is not enclosed now.

61,951. What was it enclosed for?—For a rabbit warren, part of it—a small portion.

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Mr. G. ROBERTS.

Mr. GODFREY ROBERTS recalled and further examined through an Interpreter.

Chairman.

61,952. Do you wish to contradict the last witness?—I simply say that what I have said is correct.

61,953. You say that what you have said is correct, and what the last witness said is untrue?—Yes.

61,954. I think that will be sufficient. I understand you to say that you adhere to your original statement, and say that everything the last witness has said is untrue?—Yes. If that is not so, may the sun never rise.

61,955. The following question is by Mr. Llewellyn Jones. "How many fields on your farm lay between Fford Gaer and Rhagatt?"

The witness withdrew.

Chairman—continued.

—Three large fields, one of them being 24 acres in extent, the other 18 acres, and the third about 14 acres, so far as I know.

61,956. One question from the chair. Are those fields now, or have they ever been, a rabbit warren?—No, they are not, because I refused to allow them to be so that year, and they closed up the warren without them.

61,957. Mr. Vincent asks—"Do you understand what the last witness said?"—Yes.

61,958. Are you sure of that?—Yes, I am certain. I could see him telling a lie.

61,959. You quite understand; it is not what you saw, but what you heard?—Yes.

Mr. ENOCH JONES (of Llanfynydd) called and examined through an Interpreter.

Chairman.

61,960. Is this your statement?—It is, my Lord.

61,961. Has it been translated to you?—It was read over in English slowly, and I understood it.

61,962. You understand what is in that statement?—I believe I do.

61,963. Are you sure you do?—I believe I do.

Lord Kenyon.

61,964. Is it your statement, or is it not?—Yes, it is what I stated to somebody.

61,965. You had somebody to write it out for you?—Someone else has written it out.

Chairman.

But is it correct?

(*The Interpreter.*) It has Professor Rhŷs' signature upon it as having been examined.

Professor Rhŷs.

He is as certain of it as he is of anything.

Chairman.

61,966. Is it correct?—Yes, it is correct.

61,967. And you wish it to be read out in English?—Yes, my Lord.

[*The statement of the Witness was then read as follows:—*]

Evidence of Mr. Enoch Jones, Tan'rnon, Llanfynydd, Wrexham.

I was formerly tenant of Rhydyceirw, Tryddyn, a farm belonging to Mr. Harrop. My mother and I had occupied the farm for 34 years. We had made many improvements, without receiving any compensation for them.

Chairman—continued.

During the last years, owing to the agricultural depression, game, and gamekeepers, I went back in my affairs, and I ran into arrears with my rent. Two distrains were levied for rent—one an illegal distraint. I was also distrained upon for tithe, though, I believe in accordance with the agreement, the landlord should have paid the tithe. An action was also brought against me in the High Court with reference to some action I had taken in regard to a path through the farmyard. I lost this action, and was ruined by it. I have never been able to pay the plaintiff's costs.

61,967a. Of whom were you formerly a tenant?—Of Mr. Harrop.

Lord Kenyon.

61,968. Is it Mr. Halton Harrop?—Yes, my Lord.

Chairman.

61,969. What year was it in which you were distrained upon?—The distraint was put in by the landlord in the year 1887.

61,970. When did you give up your farm?—I received notice to quit at the same time as the distraint.

61,971. What was the notice to quit—six months?—12 months.

Lord Kenyon.

61,972. What do you mean when you say: "We had made many improvements without receiving any compensation?"—Haulage towards making a new building.

61,973. When did you expect to get the compensation?—I understood we were to get it as I was leaving.

61,974. How long did you do the haulage before you left?—Nearly 20 years.

61,975. Then it was somewhat exhausted, perhaps?—No, it is still in existence.

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Mr. E. JONES.

[Continued.]

Lord Kenyon—continued.

61,976. I suppose the buildings are still in existence. Did you apply for any compensation?—Not particularly so.

61,977. Then why do you put that in? What was the illegal distraint?—Distraint for half-a-year's rent that I had paid.

61,978. What was the action that you took with regard to the path? Did you stop the path or not?—I only gave evidence that there had been a path since I remembered it.

61,979. You gave evidence where?—At Mold.

61,980. Was it an attempt to re-open a path—or what?—It was the new tenant who had closed the footpath up.

61,981. Did they attempt to re-open it?—Yes.

61,982. Were they successful?—Yes.

61,983. Then why did you lose your action; you say you lost your action before the High Court?—I do not say so.

61,984. You say in your statement—"An action was also brought against me in the High Court, with reference to some action I had taken with regard to a path through the farm-yard." I understand you gave evidence?—Yes, I did.

61,985. With regard to this path?—Yes.

61,986. At Mold?—Yes.

61,987. And then you say with regard to that evidence you had another action brought against you in the High Court?—I am not aware of anything else that might have caused that action.

61,988. What was the action?—A claim for the rest of the arrears of rent.

61,989. A claim for the arrears—that is something quite different. Then you think that owing to the evidence you had given with regard to the path they brought this claim for arrears, is that so?—Yes, I do think so.

61,990. It is only your idea that that was the reason?—That is so.

61,991. Why did you defend the action?—Because my solicitor advised me that it was an illegal claim.

Lord Kenyon.

I am afraid you have been a victim of the law.

The witness withdrew.

Mr. OLIVER EVANS re-called and further examined.

Chairman.

62,010 You are local agent to Lord Bagot?—I am.

62,011. On the Pool Park Estate?—I am.

62,012. You have prepared a statement to give us?—I have.

A 86439.

Mr. Brynmor Jones.

61,992. And I suppose you want to get the law altered a bit?—Everyone should have fair play.

61,993. Of how many acres was this farm?—67.

61,994. What was the rent?—60%.

61,995. How long did you live there?—Between my mother and myself 34 years.

61,996. And you always used to pay your rent?—Yes, till the times went bad.

61,997. When the times went bad you could not. Did you appeal then to your landlord for a reduction of rent?—I did.

61,998. What did he say?—He said he would do the best he could to assist me.

61,999. Did he do so?—He did not.

62,000. And you gradually lost your capital?—I lost everything completely.

62,001. How long after you left the farm did he make this claim?—Nearly two years.

62,002. Had he during that time asked you for the arrears before?—He had not.

62,003. Then I suppose we are to understand that he meant to forgive you, only you brought an action against him about the path?—That is what I believe.

Mr. Grove.

62,004. Had you left the farm when you gave evidence about the path?—I had. I wish to add that the farm at present has been taken by the gamekeeper to preserve game on.

Mr. Griffiths.

62,005. Does he ever pay his rent?—I believe he does. There are five other farms for the same purpose besides, there.

62,006. Are the farms converted into rabbit warrens?—They are.

62,007. Are there no farmers wanting farms in this neighbourhood?—Very likely there are.

62,008. Who would be the landlord?—Mr. Jonah Harrop—no that is the old man.

Lord Kenyon.

62,009. Where does he live?—Lythwood Hall.

Lord Kenyon.

Yes, that is Mr. Halton Harrop.

Chairman—continued.

62,013. Will you kindly give it to the Commission?—Yes. I am an agent to Lord Bagot on the Pool Park estate, which comprises 19,206 acres, and is situated in 11 parishes, namely, Llanynys, Llanrhaiadr, Llanfwrog,

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Mr. O. EVANS.

[Continued.]

Chairman—continued.

Efenechtyd, Derwen, Clocaenog, Gyffyllog, Llanfihangel, Llangwm, Bettws Gwerfil Goch, and Cerrig-y-Druidion, all in the counties of Denbigh and Merioneth. I have been agent for 39 years, and reside on the estate. The lower part of the land is good land, adaptable for grazing purposes, and for raising corn, and the average rental of this is 24s. per acre. The land which is in the parishes of Derwen, Llanfwrog, Gyffyllog, and Clocaenog, the middle portion of the estate, is also fairly good for grazing and for barley and oats, and is let at an average of 9s. 6d. per acre. Nearly all these farms have a sheep walk attached. The upland portion of the estate is used for grazing and for growing oats principally, and is let at an average of 5s. per acre. The land that is well cultivated grows good oats. The land on the lower and middle portion of the estate at one time required draining, and considerable outlay has been made at the expense of the landlord in doing so. The pipes were bought and laid down by the landlord. The tenants hold mostly under an agreement in writing, which provides for cultivation and the reservation of the game. The agreements have not been kept by the tenants, and their provisions are very seldom adhered to. There has been no case in my time when their provisions have been enforced. Tenants are allowed to cultivate as they think best, and they have not in any way been interfered with by anyone in this respect. The sporting rights over the estate are let. In case of trespass the tenant makes his complaint to the head gamekeeper, and a valuation in case of dispute is determined upon. The sporting tenant has a valuer, one of the tenants themselves, and he is generally accepted to value for both sides. There have not been any complaints of game trespass save one on the lower portion of the estate, and with reference to this one complaint, which is of recent date, wire netting has been procured, and the field adjoining the wood has been fenced round with the netting, 2 feet 6 inches high, and the shooting tenant has been given a notice to quit, so as to get him to sign a fresh lease providing for compensation to the tenants for damage done by either game or rabbits. The usual conditions of tenancy on the estate are that the rent is made payable half-yearly,—Lady-day and Michaelmas. Credit is given the tenants for five months. The Lady-day rent is received in August, and the Michaelmas in February; 12 months' notice terminates the agreement on either side, the land is given up on November 30th, and the house on May 1st, except on that portion of the estate which has been purchased, and which lies in Llangwm, Llanfihangel and Bettws parishes. The land is given up Lady-day, and the house on May 1st. There are few tenants on the estate which do not hold under agreement in writing; these are very old tenants, and their successors members of their families.

There is no clause in the agreements which provides against the tenants having the advantage

Chairman—continued.

of the Agricultural Holdings Act. The tenants take the benefit of the Ground Game Act, and kill the ground game very closely. Very few of the old tenants have a copy of the agreement; such as call for a copy are voluntarily supplied with one. When the agreement is signed the clauses are gone through numerically, and explained to the tenants in the Welsh language. Since my promise at Bala to the Commissioners to get the agreements put into Welsh, they have been translated, and the Welsh copy is endorsed in the fold of the English one.

The total present rental of the estate, including sporting rents, is 7,496l. The rental in 1848 was 5,940l., but this did not include the sporting rents, and the rent of the Hall, which was at that time in hand, and since then several purchases have also been made. The rental at present is, having calculated what has been sold and purchased, about 500l. less than it was at that time. Since 1883, abatements have been made in the rents of 10 per cent., but no permanent reductions. In 1866 a valuation of the estate was made by Mr. Palin, who stated that the farms were underlet, but the rents were not raised in consequence of his valuation.

In 1864 there were 44 labourers, carpenters, and masons employed on the estate, and about that number was maintained up to the year 1890, when they were reduced by 13. From the year 1864 to 1890 there were considerable building operations carried on on the estate. During the course of these years, 39 new homesteads have been built, 63 homesteads enlarged with additions made to the houses, and restored with new roofs, 92 new farm buildings have been built, these include new cowhouses, stabling, barns, granaries, and haylofts. In other places minor repairs have been done, including erection of pigsties, sheds, and small outhouses. 750 acres have been drained at an expense of 4,500l. Over eight miles of new roads have been made for the convenience of the tenants, and over which they and the public now travel. Between 18 and 20 miles of new fencing have been made, posts and wire, walling, turf bank, with quicksets, and double guard of wire. There are on the estate only nine new tenants. On the other farmhouses the tenants' relatives have in each instance succeeded to the holding. Very little permanent improvements have been made by the tenants, and in cases where any have been made, no advantage has been taken, the rent remaining the same to the tenants' relatives on succeeding to the tenancy. There are only four farms into which smaller farms have been consolidated, and these remain so at present. A sawmill is carried on at the expense of the landlord, and three horses are kept on the estate wholly for estate work, carting pipes, bricks, slates, timber, and building materials. I calculate that Lord Bagot has spent on the estate during the last 39 years 85,000l. in building operations, draining, fencing, walling, making new roads, river banking, and wages of workmen. When I prepared this statement I omitted one important

See 18,280-18,292.

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Mr. O. EVANS.

[Continued.]

Chairman—continued.

item, namely, the amount paid by Lord Bagot to the Improvement Commissioners, 12,318*l.*, which brings the total expenditure during the last 39 years to 98,000*l.* odd. Permit me, my Lord, to answer any questions in Welsh.

Chairman.

Certainly.

(From this point the evidence was taken through an Interpreter.)

Professor Rhys.

62,014. Are most of the tenants Welsh speaking?—Yes.

62,015. Do you find the fact that you are able to speak Welsh helpful in your dealings with them?—Yes.

62,016. So that you feel you are not at the mercy of an interpreter?—Just so.

62,017. We have heard of a case where a man on an estate undertook to act as interpreter, and translate between the landlord and the tenant, or the would-be tenant, and he put in what he liked for both parties. You would not like to trust yourself in that way?—No, I would not like to trust myself to one like that.

62,018. But you know enough English, on the other hand, to deal with your landlord?—I do.

Mr. Grove.

62,019. Do you give copies of agreements to all tenants when they sign them?—If they call for them.

62,020. But if they do not call for them do you give them?—No, I do not unless they call for them.

62,021. But does it not seem reasonable on a large estate that a man, when he signs an agreement, should have a copy that he can refer to?—Yes, it is.

62,022. Do the tenants take advantage of the Agricultural Holdings Act?—No, they do not.

62,023. Are they acquainted with it?—I believe they are. I had a conversation with several of them about it.

62,024. Have you had any notices at all for compensation?—Yes.

62,025. Do they take advantage of the Ground Game Act?—Yes, they do.

Mr. Griffiths.

62,026. Can you let us see a copy of your agreement?—Yes. (*The witness handed in copy agreement.*)

62,027. Do the tenants approve of your letting this sporting right to other gentlemen?—We have had no complaints at all except now in the lower portions of the estate.

62,028. What is the nature of the complaints you have from there?—They are as to rabbits.

Mr. Griffiths—continued.

62,029. Then you have a wire fence to protect the tenants?—Only to protect one field which was eaten up by the rabbits.

62,030. Is it possible to keep them outside?—No, it is not.

62,031. Who was the valuer you employed to value these farms?—Mr. Palin.

62,032. Is he in the habit of valuing in this district?—He was then an agent for Mr. Sandbach, of Hafodunos, Abergele, on similar land to the Pool Park land.

62,033. Was he a professional valuer?—He was.

62,034. How is it you did not adhere to his valuation?—Because we saw it was very uneven.

62,035. Are you a practical farmer yourself?—I am. I was bred on a farm, and I had to take heavy responsibilities at 14 years of age, and I had five years' experience as a bailiff under Mr. Turnour, of Pool Park.

62,036. Then you were in a position to decide for yourself that he had over-estimated the value of the farms?—In some cases.

62,037. How about the cottages?—They are rather scarce.

62,038. Have any tumbled down?—Not recently.

62,039. Have you built any new cottages?—We have built four new cottages, and five of them have been restored.

62,040. You are steadily improving the repairs of the estate?—As much as we can.

Mr. Brynmor Jones.

62,041. Are you the head agent or the sub-agent of the estate?—Yes, sub-agent.

62,042. Is there a farm called Fachlwyd Ucha on this estate?—Yes.

62,043. What was the name of the tenant?—Thomas Lloyd.

62,044. He died, did he not, leaving a widow named Margaret Lloyd?—He did.

62,045. Has she left the farm?—She has.

62,046. Did she receive notice to quit?—The landlord gave her notice.

62,047. Why was that?—Because she was in heavy arrears of rent.

62,048. What rent had they agreed to pay?—60*l.*, the annual rent.

62,049. Is it not the fact that Lloyd became tenant in the year 1882 or 1883, and that he took it at the old rent, 46*l.*, but the house and buildings were to be put in thorough repair in the first two years, and then the rent was to be raised to 60*l.*?—No, the rent was 60*l.* at the first, but there was an allowance of 14*l.* during the first two years for lime and for manure.

62,050. Is this the agreement (*handing*)?—That is a copy of it.

60,051. Was it not a condition of signing the agreement that the premises were to be put in repair the first two years?—It was not.

60,052. Then I understand the premises were out of repair?—They were not so very bad

See
62,121—
62,138,
64,553—4,
64,798—
64,804,
and
75,229—
75,252.

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Mr. O. EVANS.

[Continued.]

Mr. Brynmor Jones—continued.

when they went there; they were thatched roofs beginning to go.

60,053. Is it not the fact that there was no pigsty on the place?—There were four pigsties.

60,054. Is it the fact that there was no cart-shed?—No, there was a cart-shed.

60,055. Is it not the fact that the pigsties you refer to were made out of one of the sheds?—Thomas Lloyd and myself bargained that if we made him a loose box out of the lower bay he would take the old shed and make pigsties out of it.

62,056. That is how the pigsties were made, in fact?—Yes.

62,057. Is it not the fact that in 1889 and 1891 the tenant carried materials to the amount of 89*l.*?—He did carry for repairs.

62,058. Was the haulage account about 28*l.*?—I had a claim from Mr. Owen Williams, and I handed it over to the head office.

62,059. What was it for?—For haulage, and because they had not sufficient pigsties.

62,060. Was not the complaint made in reference to the conditions on which they had signed the agreement, namely, that you were to put the place in repair, and provide proper pigsties?—I did not refer to any time, but we were to do it as soon as we could.

62,061. Then you were doing them?—We were.

62,062. You told me a little while ago that there was no agreement that you were to do them?—There was no agreement to make the pigsties.

62,063. To do the repairs was what I put to you first of all?—Only a promise to put the cowhouse, and the house, and the barn in repair.

62,064. That is what I put to you, and you denied it at the commencement. Which do you mean?—I did promise to put those things in repair, but there was no time mentioned to commence them or to finish them.

62,065. Is it not the fact that the only bedroom available for the son was so damp that on rainy nights he had to get up and go away and sleep with the servant man?—I am not aware of that. The place where the servant man slept had a slate roof.

62,066. This agreement was dated 1882. Was the house repaired at any time before Mrs. Lloyd gave notice to quit?—Yes, some time before then.

62,067. When was it repaired?—I cannot give the date.

62,068. Then Mrs. Lloyd received notice to quit because she and her late husband had been so much in arrear?—Yes.

62,069. Are you aware of the fact that she advertised for sale her away-going crops?—Yes.

62,070. Through Messrs. Roberts and Sons, the auctioneers, at an auction?—Yes.

62,071–2. Before the advertisement was issued, did you see Mr. Roberts?—Yes.

Mr. Brynmor Jones—continued.

62,073. Did Mr. Roberts tell you that the Lloyds had informed him that Mr. Oliver Evans, the agent, and the Lloyds had arranged the matter?—He said that he had settled, but not that they had settled.

62,074. Did you tell Mr. Roberts that it was all right?—Yes, so far as I understood.

62,075. Did not you afterwards write to Mr. Roberts, after the advertisements for sale by auction had been issued, saying that the crops must not be sold off?—I did not.

62,076. Who did?—The solicitor who acts for the estate.

62,077. Mr. Aneurin Evans?—Yes.

62,078. Then, in fact, the sale was stopped, was it not?—It was not stopped, but they were stopped from selling out.

62,079. You agreed, I think, with the representatives of Thomas Lloyd to purchase the crops of corn and all the hay, and the valuation to be made by two valuers and an umpire in the usual way?—I want to make an explanation of that.

62,080. I dare say; but let us get at the facts first. Was not the sale to you to be subject to an allowance of 2*s.* 6*d.* in the £ upon the amount of the valuation?—They had made such an agreement with the new tenant.

62,081. But with you?—Wait a little. I want to make an explanation of that. John Lloyd wrote to me saying they were going to sell out. I wrote to the head office informing them of that. Mr. Neighbour, the head agent, came and met Mr. John Lloyd at the station; they had a conversation about the matter, and he utterly refused to let them sell. They again met him in the afternoon, and he refused them again. I saw the Lloyds after that; we talked about the matter, and they asked me would I write again about it. I did.

62,082. You were going as a friend of the Lloyds rather?—Yes, quite so.

62,083. The outcome of it was that there was this agreement of the 29th September, 1893, under which you were to purchase at a valuation less 2*s.* 6*d.*?—Before they put the advertisements out I wrote again to the office.

62,084. I understand that; we have got past that?—Then I saw the incoming tenant; I told him to make the best agreement he could with them, and he made a promise to purchase it.

62,085. Did you or did you not sign an agreement undertaking to purchase from the outgoing tenant?—The incoming tenant, after promising to do that, came to my place very early one morning, I believe it was the morning of the sale, and he said he would not take the crops, that his family would kill him if he did—that valuations on crops were such bad ones. Mr. David Roberts came to me on the morning of the sale. I informed him how things stood. I told him the incoming tenant refused to take it, but I preferred to stand in and take it at a valuation to keep peace between the parties.

62,086. You did, in order to keep peace between the parties, take it at a valuation?—I asked Mr. Roberts would he value it. He said

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[Continued.]

Mr. Brynmor Jones—continued.

he did not care very much to do so, as he was acting for the tenants, but he did not refuse to do so. I could not attend the sale; I was due at other places of business.

62,087. We do not want all this; it is a very simple thing I am asking you. Did you or did you not agree to purchase from the outgoing tenant?—I did. I said I would.

62,088. Was not the sale to be subject to an allowance of 2s. 6d. in the £ upon the amount of the valuation?—It was.

62,089. Did the incoming tenant get the benefit of that 2s. 6d.?—Yes, he had the value of it.

62,090. Did you allow him the 2s. 6d. in the £, or did you charge him the full amount of the valuation?—I did not charge him the full amount.

62,091. What did you charge him?—I want now to explain how the valuation took place. As I was going away I met two men, Mr. Owen Williams, Glanclwyd, and Mr. Henry Williams, Plas-y-ward. I told them how things were. I said that the new tenant would not take the crops, but I had preferred to stand and take it if those two gentlemen would value it.

62,092. We have gone long past that. I want to know what was charged to the incoming tenant, who ultimately bought these crops?—I allowed the incoming tenant one third.

62,093. Give it in pounds, shillings, and pence. What did you pay the representatives of Lloyd?—142l.

62,094. What did you get from the incoming tenant?—I have yet only received 30l.

62,095. What was the amount at which the same was made over to him. What was he bound to pay?—I sold all to him for 70s. a ton.

62,096. 70l.?—It came to 60l.; I allowed 10l., so as to arrive at the consuming price.

62,097. So that you lost over this transaction 72l.?—Oh, no. Will you allow me to explain.

62,098. I really think you could do it better in English?—These are the particulars of the valuation by Mr. Owen Williams: "Five stacks of barley and two cocks of barley, 50l. 8s."

62,099. At what price did you agree to sell the growing crops?—I did not sell all the grain to him. I threshed it myself, so as to make sure what it would come to. It is stated in their figures that there were 126 hobbets of barley at 8s., coming to 50l. 8s., whereas there were only 106 hobbets. It is stated again as to straw that there were 10 tons of the barley straw. That would come to 25l. It is stated again that there were five stacks of oats, with 34 hobbets in each, and one cock of oats, which would make 180 hobbets at 6s. 6d., amounting to 58l. 10s. Instead of 180 there were only 136 hobbets. And then as to straw again. They charged 12½ tons of straw at 50s. which would come to 31l. 5s.

62,100. Were these in the stack?—Yes, small stacks.

62,101. We do not want to go into minute details. Did you sell all you bought from the outgoing tenant to the incoming tenant?—No.

Mr. Brynmor Jones—continued.

62,102. You sold some for your own profit?—No, I did not get profit. I did not get the price that they put on it, and, besides that, there was a loss of 8l. in the barley, and a loss to me of 13l. 6s. in the oats, and a loss on the straw of 8l. 10s.

62,103. My point has nothing on earth to do with all this. What I want to know is how you, the agent of the estate, are engaged in a transaction of this kind?—Merely for the sake of making peace between the parties.

62,104. In order to make peace between the outgoing and incoming tenant you run the risk of losing a good part of 140l. Is that what you want us to understand?—I thought I was sure to get fair play from the valuers to keep me free.

62,105. You told the head agent that you went in for this transaction, I suppose?—Yes, for the sake of making peace.

62,106. Have you often done the same thing by way of making peace before?—No, I did not make such an attempt before, but I made several peaces between parties before this.

Lord Kenyon.

62,107. What was the amount of the arrears?—I beg to refer to the solicitor as to what those were.

62,108. If you do not wish to answer it I will not press the question?—I do not know what the arrears were.

62,109. This barley and so on was in stacks?—Yes.

62,110. It was an inflated valuation?—Yes.

62,111. In how many years was it that there were only nine new tenants?—At the present time there are only nine new tenants in existence, the others are members of the same family.

62,112. How many years does this extend over?—20 years.

62,113. From your statement here it might be nine new tenants in one year?—It does not mean that.

Chairman.

There are a great many questions handed up. I should like to know whether they are insisted upon.

(Mr. Aneurin O. Evans.) I think so; although I do not wish to take up the time of the Inquiry, I should like to put the questions to my father, the sub-agent, in order that the whole matter touched upon may be cleared up.

Chairman.

Who are you, Sir.

(Mr. A. O. Evans.) I am the local solicitor.

Chairman.

Do you act for Lord Bagot.

(Mr. A. O. Evans.) Yes, in local matters my Lord.

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Mr. O. EVANS.

[Continued.]

Chairman.

62,114. These are questions by Mr. Aneurin O. Evans, of Denbigh, and local solicitor for Lord Bagot—"Is there a tenancy of the name of "Maestyddyn"?—Yes.

62,115. "What acreage of land had Mr. Jones, "and what was his rent"?—He had a total acreage of 574 acres 3 roods 8 perches.

62,116. And the rent?—220*l*.

62,117. "Did the head office at Stafford refuse "to Mr. Jones to make the abatement a permanent reduction, and was that because it "would open a precedent to all the others." Is the head office at Stafford?—Yes, at Blythfield, near Lord Bagot's mansion.

62,118. "What money was returned to Mr. "Jones during the 15 years of his tenancy"?—200*l*.

62,119. "Had the letting of Lodge Farm "anything to do with the quitting of Maes- "tyddyn by Mr. Jones, and if so, what"?—I believe he had been vexed because he was not allowed to have the Lodge Farm, but there were other evils creeping up.

62,120. "Mr. Jones said at Mold that you "told him the rent was the same to his successor, and is that true, and have you any "explanation to give"?—Yes. The rent is the same, but there is an allowance for lime and artificial manure.

62,121. "Do you know the Fachlwyd tenancy"?—I do.

62,122. "Was the condition as to rent of 60*l*. "laid before Mr. Edwards when he took the "farm"?—It was.

62,123. "Can you specify the improvements "done for Mr. Lloyd while he was tenant of "Fachlwyd"?—We put a new roof on the barn, made a loose box 15 by 15 at the bottom bay, reconstructed the cow sheds, fixed stalls, root house, and calf's pen, bullock hovel, and stirk shed, new roof on the house, new windows, and new cartshed.

62,124. How long before he ceased to be "tenant had he applied for an additional pigsty"?—Two years.

62,125. When Mrs. Lloyd was leaving, was "there a valuation made, and by whom, and "will you state the circumstances"?—A valuation was made of the crop by Mr. Owen Williams, Glanclwyd, and Mr. Henry Williams, Plas y ward.

62,126. "What were you in your personal "loss on this valuation"?—4*l*. 16*s*. 0*d*., after making every possible deduction.

62,127. "Are Mrs. Lloyd and her two sons "and daughters still alive"?—Yes.

62,128. "Not holding any land"?—They are not.

62,129. "So that they can have no excuse for "not coming forward"?—I am not aware.

62,130. "Were Mr. Aneurin Evans' instructions "from the head office"?—They were; he had nothing from me.

62,131. "Was there any hardship in Mrs. "Lloyd not being allowed to sell out, and if not, "why not"?—There was no hardship at all; they had the crops when they came in at the

Chairman—continued.

consuming price; everything that was there; there was not much there.

62,132. "After Mr. Lloyd was refused permission to sell out, did he call upon you and "say he would sell out and take the consequences"?—Yes, the son did.

62,133. "Were you present at the inquiry "yesterday"?—I was.

62,134. "Did you hear Mr Henry Williams "say that money was to be had at 4 per cent."?—Yes.

62,135. "Can you say whether he lent any "money to the tenant of this farm, Fachlwyd"?—He lent them 100*l*. at 5*l*. 10*s*. per centum.

62,136. "Did the late tenant of Fachlwyd "tell you what money he owed when he undertook the tenancy, and what was the amount "of interest he paid annually"?—He said there was a farm belonging to his wife, which had a mortgage of 700*l*. on it, and he wanted to sell that farm.

62,137. I think the others are personal questions, and not necessary to be put; we always avoid personal questions—"What was the "value of Mr. Lloyd's stock when he entered "the farm"?—Very little.

62,138. "What did his sale realize on Mrs. "Lloyd quitting the tenancy"?—288*l*. 13*s*. 4*d*. and the 142*l*. that I had to pay.

62,139. "Are you thoroughly conversant with "the management of estates in West Denbighshire"?—I am.

62,140. "Are you able from your experience "as an agent for 39 years to say whether the "instances of hardship and grievances brought "before the Commission in this part of the "country are the general experiences of farmers "or merely exceptional cases"?—They are merely exceptional cases.

62,141. "Mr. Henry Williams in his evidence "yesterday stated that the buildings on Lord "Bagot's estate and another one were not, he "believed, quite so good as on Sir Watkin's. "Do you know what knowledge has Mr. "Williams of Lord Bagot's estate to warrant "his belief and his conclusion as to repairs"?—I believe he cannot have any knowledge of the estate during the last 20 years, or else he would not have given that answer. See 60,22

62,142. "Would the tenants on Lord Bagot's "estate in your opinion be in a better position "financially if they purchased their holdings"?—No, because if the places were sold one by one they would go above the rent.

62,143. "Are you aware of any small holdings "adjacent to and in the heart of Lord Bagot's "estate"?—Yes.

62,144. "Are they let at a lower, higher, or "same rent as those holdings of Lord Bagot's "the other side of the hedge"?—Much more than half above the rents of Lord Bagot. When Lord Bagot's rent is 17*s*. an acre, the other side of the hedge is rented at 2*l*. an acre. Lord Bagot has a farm 9*s*. 3*d*. an acre and there is

See
58,457-
58,476,
and
62,167-
62,176.

See
62,04-
62,111,
64,553-4,
64,798-
64,804,
and
75,229-
75,252.

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[Continued.]

Chairman—continued.

another farm the other side of the hedge, poorer land, 30s. an acre.

62,145. "Have you practical knowledge of farming?"—I have.

62,146. "Did you act as bailiff of a farm of 300 acres for five years?"—Yes.

62,147. "Can you say what were the arrears of rent on the estate in 1842 and succeeding years?"—Over 1,300*l*.

62,148. "Have they since increased or decreased?"—They have decreased.

62,149. "What are they this year?"—300*l*.

62,150. "Can you say what proportion of the rents on the estate are spent every year in wages and improvements?"—34 per cent.

62,151. "Do you acknowledge tenant right?"—We do.

62,152. "Can you give instances of concessions?"—About four years ago we paid 80*l*. to a widow when she was giving up the land, and two years after another one had 60*l*. Another widow who was in trouble was allowed 30*l*. The last tenant who quitted the estate, two years ago, was allowed a full sum of 70*l*. for improvements.

62,153. Now Mr. Llewellyn Jones puts these questions. "When you state that the rental is 5*s*., do you include the mountain land on the estate. If so, what is the quantity of mountain land on this estate?"—There are about 6,000 acres of it.

62,154. "Are the buildings on Lord Bagot's estate as a rule in poor condition?"—No, they are not.

62,155. "Are repairs and new buildings sometimes promised and the promises afterwards not performed?"—No special promise is made, but we say we will do them as soon as we can.

62,156. "Are the promised repairs delayed for a considerable time?"—They are not delayed, but we are unable to do them sometimes because we have too much to do.

62,157. "Do you act as agent for the property of which 'Melin Meyarth' is a portion?"—I am not the agent, but I receive the rents for her.

62,158. "How long was this mill stopped working owing to its needing repair?"—I cannot say. That depended upon the millwright, who had promised to do the mill, and he did not do it.

62,159. "Was there any reduction in the rent made for this period?"—She does not pay me, she pays direct to Mrs. Wynne.

62,160. "Is the road which runs from Rhewl to Bontuchel now closed?"—It is not closed, but we have locked it.

62,161. When did the locking of the road take place?—We have always locked it now and then since the road was made.

62,162. When was it locked for good?—It was locked for good, three years ago on Good Friday. Mr. Gee and his family were coming up, I was not aware of it, and I had locked it, and I suppose it was a sin.

62,163. Who made the road?—Lord Bagot made the road at his own expense. It cost him at least 2,000*l*.

Lord Kenyon.

62,164. I suppose you only assert the right to close it. It is a private road?—Yes, it is a private road, but there is another thing. There was a terrible trespass on it—people would come there and cut timber down, and there were gipsies coming there, and donkeys coming there.

Chairman.

62,165. "Had it been open for 40 or 50 years to the public?"—No, it has not been open over 35 years.

62,166. "Had it not practically become a public highway?"—No, because we locked part of it every year.

62,167. "Had you formerly a tenant called David Jones at Maestyddyn Farm?"—Yes.

62,168. "Did he spend a good sum of money in improvements?"—He was a good farmer. I do not think he made many improvements.

62,169. "Such as draining, fencing, &c., purchasing lime and manures?"—Yes, and he was allowed from time to time during his tenancy 200*l*.

62,170. "What was the rent before Mr. David Jones left?"—Mr. David Jones had three holdings for one rent. He had 18 acres in the Vale, and he paid 2*l*. 10*s*. an acre for it, Lord Bagot paying the tithe and taxes. He had another farm.

62,171. "What was the rent of Maestyddyn Farm before Mr. David Jones left?"—132*l*.

62,172. "Did Mr. Jones ask for a reduction in his rent before he left?"—He did.

62,173. "Did you grant him a reduction?"—I did not.

62,174. "If not, what rent do you get now from the new tenant who succeeded him?"—The same rent, with an allowance for lime and manure, and David Jones would have had the same if he had remained there.

62,175. Mr. Llewellyn Jones wants to take you back to the matter of compensation of 200*l*. which you said you had paid to Mr. David Jones for his improvements?—It was not compensation—it was not in the form of compensation—it was an allowance made from year to year during his 15 years' tenancy for manure and other things.

62,176. "Did Mr. David Jones have abatements made from time to time in his rent at the same time as the other tenants?"—He had the abatements like others in addition to the 200*l*.

62,177. "Have there not lately been very unpleasant events between some of the tenants and the gamekeepers on the estate?"—Yes, in the Vale.

62,178. Mr. J. Owen Hughes asks—"Was the allowance to the outgoing tenant you spoke of paid by way of compensation and not as tenant right?"—It was an abatement and as tenant right for what he had done.

62,179. Mr. F. Llewellyn Jones further asks—"Under what circumstances did the tenant of 'Plâs Clocaenog' leave his farm?"—He gave it up.

See 62,309-62,333.

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Mr. O. EVANS.

[Continued.]

Chairman—continued

62,180. "Did he offer to remain if his rent was reduced to 20l.?"—He did.

62,181. "Was the farm for a long time before a tenant came forward?"—No; there were a good many after it continually.

62,182. "Was he allowed to sell the crops out?"—He was not.

62,183. "Did you allow the new tenant to sell out?"—No, I did not. I went there intending to purchase the hay from him for Lord Bagot, but he had sold the hay in addition to

Chairman—continued.

that. The old tenant had been allowed to sell as much as he liked of hay the previous year. We do not interfere with any of the tenants if they can spare hay or straw for selling it.

62,184. "Did he pay Mr. Evan Hughes (the old tenant) more than the consuming price?"—I did not buy any from him. It was other people who bought.

62,185. Mr. Owen Wynne asks—May I ask "if you are a Nonconformist or a Churchman?"—I am a Nonconformist.

The witness withdrew.

Mr. THOMAS HUGHES called and examined through an Interpreter.

Chairman.

62,186. Does this statement contain your evidence?—Yes.

62,187. You have had it read over to you?—Yes.

62,188. You have no objection to its being read out in English?—I have none.

The statement of the witness was read as follows:—

Evidence of Mr. THOMAS HUGHES, Hafod-dre, Pentrefoelas.

I am a tenant farmer living at Hafod-dre, Pentrefoelas. About 50 years ago I took a farm under Sir Watkin W. Wynn. I was there for 16 years. I went to a great deal of expense in draining and cultivating waste land and in making new walls and a new building. The farm was ultimately sold by Sir Watkin, and I did not receive any compensation for all the improvements I had made.

I then took a farm on the estate of Mr. Lloyd, of Palé, Llandderfel. This farm was in a bad state when I took it. I occupied this farm for eight or nine years, working hard and assisted by my wife and children. I went to a good deal of expense here again in draining, and I also built several new walls, and carried a great deal of lime to the farm. When the farm was beginning to pay me for my labour, it was put up for sale. I attended the sale and bid for the farm. However, Mr. Price, of Rhiwlâs, was the purchaser, and he refused to let me the farm, giving as his reason that I had bid against him. I failed to get any compensation for my improvements, though the farm was much more valuable than when I took it.

I afterwards took a farm called Geeler, near Pentrefoelas, from Mr. George Ashley. I occupied this farm for 23 years. I built several walls here and made a cart shed, which cost me about 30l. I was allowed 16l. towards this expense. For some years I was very comfortable here, and the house and some of the out-buildings were repaired by my landlord. The stable was, however, left in a very bad condition, and I lost a mare worth 50l. on that account. One day my landlord came to the farm and I asked him to repair the stable,

Chairman—continued.

telling him of my loss. I told him I must leave unless the stable was put in proper repair. The next day I received a letter from my landlord telling me that he thought I had better give up my farm, as it was evident I had had enough of the place. I then wrote in reply, asking whether he would let me see him to speak matters over. In reply he stated that he could not see me; that if I did not give up the place he would serve me with notice to quit. I accordingly received notice. Before I received the notice the farm had been let to a neighbour. A few years before I left I had drained one 'fridd,' laying about 3,000 pipes in it, and surrounding it with a wire fence. I never was in arrears with my rent during the whole time I occupied the farm.

The notice to quit was a six months' notice, expiring on March 25th. The tenancy on all the other holdings in the district commences on May 1st; but fortunately I was able to secure a small holding belonging to Mr. R. E. Roberts, of Arundel. See 62,249.

I also beg to offer evidence on the following points:—

(1.) The condition of tenant farmers generally. (2.) The condition of agricultural labourers. (3.) The game laws, and the unsatisfactory relations that exist between gamekeepers and tenants. (4.) The Ground Game Act, 1880. (5.) The difficulty tenants experience in obtaining compensation for improvements when they leave their farms. (6.) The consolidation of farms.

62,189. What is the condition of tenant farmers generally in your district?—Some are pretty well off and some otherwise.

62,190. Is farming profitable at the present time?—Not at all.

62,191. Do you consider that rents are far too high in your neighbourhood?—They are, as a rule—one-third too high.

62,192. There is very little left to the tenant when the rent is paid to the landlord?—Very little.

62,193. Have you applied for a reduction of rent on your present holding?—Yes.

62,194. Have you obtained it?—No.

62,195. Do you think you can go on paying your present rent?—I cannot. I could not have

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Mr. T. HUGHES.

[Continued.]

Chairman—continued.

gone on as far as this, only I had saved some money before coming to the present place. I pay about 18s. an acre; most of it is peat land.

62,196. How large is your farm?—From 20 to 25 acres.

62,197. What is your rent?—23*l*.

62,198. And who is your landlord?—Mr. R. E. Roberts, Arundel. It is mentioned in my statement.

62,199. What is the condition of agricultural labourers?—The condition of labourers is much better than the condition of farmers at the present time.

62,200. The condition of labourers, you think, has improved in the last 10 years?—It has improved by half or more in our part of the country.

62,201. Are you much troubled with game on your farm?—Yes, I must give up the farm or get somebody to destroy the game; else I shall be ruined there.

62,202. What is the game—chiefly rabbits?—All kind of game, rabbits, hares, pheasants, and partridges. My farm is right in the middle of the estate of Colonel Wynne-Finch, and the game on my land is let to him.

62,203. Colonel Wynne-Finch shoots over his own estate, does he not?—Yes.

62,204. He does not let it?—He does not, and he shoots over my land as well.

62,205. Colonel Wynne-Finch shoots over your land which is let to him by your landlord?—That is so.

62,206. Would you like the game laws to be done away with?—I would indeed. We must have some alteration, or we shall be all ruined in our part of the country.

62,207. Is there any trouble with the game-keeper?—You dare not look at the game, much less kill them—either the ground game or the other game.

62,208. You know that the ground game belongs to you under the Ground Game Act?—Yes, I do, but we cannot look at them for all that. They take them from my landlord.

62,209. Do you not know that the hares and rabbits on your farm under the Act of 1880 are your own property?—Yes, I do know that.

62,210. You say you dare not kill them?—We dare not kill them. I am not allowed to carry a gun to shoot crows when they are picking the potatoes up.

62,211. Is there any difficulty in obtaining compensation for improvements when tenants leave their farms in your neighbourhood?—I never heard that anybody had obtained any compensation, nor did I get any when I had to leave my places.

62,212. Are you in favour of a court for settling differences between landlords and tenants?—I am not only in its favour, but we must have something of the sort.

62,213. Have many farms been consolidated in your neighbourhood?—Yes, a large number of small farms have been consolidated with large farms.

Lord Kenyon.

62,214. You seem to be very unlucky in changing so often?—Yes, so it happened. I do not know what the reason was, unless it was that I was not of the same political creed as my landlord. I know that had some effect.

62,215. Your first farm was sold by Sir Watkin. How old were you when you took that first farm?—I was then about 23. I am now 75.

62,216. Who bought it?—The tenant who was coming there to live after me.

62,217. Did you apply for any compensation?—No, I did not try. There was no hope for me. A good many had been sold, and nobody got any compensation.

62,218. You did not try. Perhaps they did not ask for it?—I cannot say that. I was offered that farm on sale—that farm of Sir Watkin's—but I did not like to buy it.

62,219. As to the farm of Mr. Lloyd, of Palé, did you ask for compensation?—Yes, I did ask, and I obtained 5*l*. I forgot to put that down, but that is true.

62,220. Why did Mr. Ashley give you notice?—I have not obtained the reason to this day.

62,221. Did you apply for any compensation there?—No. It took me all my time to escape from there with the skin of my teeth.

62,222. What do you mean by that?—Because the new tenant wanted every scrap of things that I had.

62,223. Was your quarrel with the new tenant?—I did agree with him. He bought the sheep.

62,224. If you thought you had improved your farm, I do not quite see why you did not ask for compensation. What was the date of your leaving that farm?—Three or four years ago.

62,225. Yes, exactly. It is since the passing of the Act. If you had done any specific improvements why did you not put in a claim?—The new tenant said that he had taken the farm, and that he was not to buy anything from me.

62,226. Why did you not put in some claim against your landlord?—I had an agreement, but the landlord never adhered to it.

62,227. With regard to the game trouble, is it Colonel Wynne-Finch who will not let you shoot?—The keepers.

62,228. Have you been to Colonel Wynne-Finch?—No.

62,229. Do you not think you would do better if you went straight to headquarters?—I do not think there is much to be had out of him; he does not do much for his own tenants, much less for anybody else's tenants.

62,230. I think if you went to Colonel Wynne-Finch and complained you would find it better than complaining to the keeper?—Well, I might try.

62,231. Or perhaps you have nothing to complain of?—Yes, I have.

62,232. Very well; if you have a well-founded complaint, I am sure Colonel Wynne-Finch is

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[Continued.]

Lord Kenyon—continued.

more likely to see to it than the keeper?—I have said nothing to him, I have told the keepers many and many a time, I never see him.

Mr. Griffiths.

62,233. Who was Sir Watkin's agent when you were there?—Mr. John Williams, Gwernhefin, Bala, the father of the present one.

62,234. Did you consider that you had as much a right to bid for your farm as Mr. Price, of Rhiwlâs?—I thought so.

60,235. But for bidding you say you were obliged to leave your farm?—That was the reason given to me.

62,236. Have you found it rather dangerous to ask your landlord for favours?—Yes, we do consider it so in our country.

62,237. When you asked for a stable, what did you have?—He said if we would keep him and his family he would build for all of us.

62,238. But did he not give you a bit of paper as well?—Not then.

62,239. Did he not give you a notice to quit?—Yes, after that, in less than a week.

Professor Rhys.

62,240. Who told you that you are not to kill ground game?—A little dog that we have, caught a hare in one of our fields, and the keeper took it away and told my boy that the hares were his, and that we were not to touch them.

62,241. Has the landlord ever told you not to kill?—He has not. He said he was letting the game to Colonel Wynne-Finch.

62,242. Yes, but you know that the game belongs partly to you?—Yes, I know that well.

Chairman.

62,243. Mr. Owen Wynne asks the following questions—"Do you know that the farms sold by Sir Watkin at that time were sold at extremely low prices?"—Yes, that was so. I did not care much about my farm. I was offered it, but I did not accept the offer.

62,244. That is the reason why you did not buy it?—And most of those who bought at that time have sold them again.

The witness withdrew.

Mr. ROBERT ROBERTS called and examined through an Interpreter.

Chairman.

62,256. Is this your statement?—Yes. It has not been read over to me. I have written it myself in English and I understand it.

62,257. It is rather a long statement, and we have had Lord Bagot's agent called before us today, who gave his evidence at very considerable length; we have also had several of his lordship's tenants called as witnesses, and we shall be obliged to you if you would confine your

Chairman—continued.

62,245. "Why did you not give your evidence at Llanrwst"?—I was not called. It was arranged that I should give my evidence at Denbigh in the first instance.

62,246. "Colonel Wynne-Finch was present at Llanrwst"?—I know.

62,247. "Was the Mr. Price, of Rhiwlâs, to whom you referred the grandfather of the present Mr. Price"?—It is the present Mr. Price, I believe, who bought the farm—the young man.

62,248. "You say your present farm is too highly rented"?—Yes, a great deal. It is only a six months' farm; the landlord keeps sheep on the mountain for six months, and then we only get it for the other six months.

62,249. "In your written statement you said you were fortunate in getting it, did you not"?—I have not said so; I said "unfortunately."

(Mr. Owen Wynne.) It is so in the written statement, my Lord.

(Chairman.) Yes.

(The Witness.) I unfortunately had this farm; it is one of the dearest in the country. Every small holding about our neighbourhood is dearer than the large farms.

62,250. Mr. Owen Wynne asks also: "Do you not know that the law allows you to shoot crows on your farm if you want to do so"?—Yes, I know that, but we are not allowed to do so. They watch us as if we were thieves if they see a gun in our hands.

62,651. The following questions are put by Mr. Vincent—"Was this keeper who told your son that the hare belonged to him in the employ of Colonel Wynne-Finch"?—Yes, he told the boy that was with the dog.

62,252. "What was his name"?—The keeper's?

62,253. Yes?—Richard Davies. He is one of the worst sort—an old poacher himself.

62,254. "When did this happen"?—Either twelve months or two years last winter, during the great snow.

62,255. Mr. J. Owen Hughes asks: "Did not the farmers who resold their farms sell at a great profit themselves"?—I do not know, I think some of them had profit from them. They were all high farms.

Chairman—continued.

evidence to personal evidence?—I have no evidence to give on my own behalf. I am not an holder of land.

62,258. What are you?—A general agent.

62,259. What do you mean by a general agent?—I am a rate collector, for one thing.

62,260. We will have your statement read so far as we think it is necessary to deal with it.

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Mr. R. ROBERTS.

[Continued.]

Chairman—continued.

The following statement of the witness was read:—

Parish of Clocaenog. This parish contains by admeasurement 7,182 statute acres, 4,758 of which are rated to the poor, leaving a residue of 3,422 acres unenclosed land, uncultivated, allotted to sheep walks, and the breeding of grouse. Since the Enclosure Act, 1852, about 2,000 acres, more or less, have been enclosed; a part of which, mostly in the eastern part of the parish, has been cultivated, and the remainder on the northern side of the parish continuing to be sheep pasture. The gross rental of the parish is 3,314*l.* or thereabouts. Deducting 256*l.* 13*s.* 0*d.* for tithe and glebe land, 522*l.* for woodland, railway and sporting, and 57*l.* 12*s.* 0*d.* for cottages, &c., a total of 836*l.* 5*s.* 0*d.*, out of 3,314*l.* we find the net rentals of land enclosed and cultivated for agricultural purposes to be 2,478*l.*, more or less. Deducting also 453 acres for woodland and railway from the gross acreage of 4,758 we have a remainder of 4,305 of arable and pasture land cultivated for agricultural purposes in the parish, the average rent of which amounts to about 11*s.* 6*d.* per acre, varying from 2*l.* 2*s.* 0*d.* per acre, leaving aside the small holdings which are far higher, to a sheep farm of 400 acres rented at 33*l.* 10*s.* 0*d.*, or a slight fraction less than 1*s.* 8*d.* per acre.

So far as it can be found out there has been but a slight advance in the rentals of the parish during the last 55 years, owing to the market price of corn. Granting 1,200 acres for the upper part of the parish, which is mainly pasture land, to be deducted out of the 4,305 acres above referred to, we have 3,105 acres, the main produce of which properly cultivated must be corn. From the Tithe Commutation Book it appears that the number of acres of meadow land in the whole parish is not above 300. Comparing the prices of corn in the year 1839—wheat 70*s.* 8*d.* per quarter, barley 39*s.* 6*d.*, and oats 25*s.* 11*d.* per quarter—it forms a most unfavourable contrast with the year 1892, when the price of wheat had dwindled down to 30*s.* 3*d.* per quarter, barley 26*s.* 2*d.*, and oats 19*s.* 10*d.* per quarter. Still lower in 1893 and without any advance movement in 1894. Dilating further upon the question, the high price of corn for the first 50 years after the Commutation Tithe Act—

62,261. We have had the averages of the last years very fully put before us, and the fluctuations in prices, and so on?—Very well. I wish to refer to the consolidation of farms.

62,262. Yes, we should like to hear about that?—Another cause of complaint in the district is the consolidation of farms, and to a great extent this contributes towards the decrease of the population in the parish. Families are dispersed with no substitution to fill the vacancy, and the occupier enters the land with no benefit to himself, and in many instances to render the land less productive. The following consolidations have occurred in the parish of Clocaenog within the last 50 years.

Chairman—continued.

62,263. We need not have the list; that you have given. About how many are there?—There are five or six in the parish of Clocaenog.

62,264. Anyhow there are a great many?—Yes, about 15 in all.

Lord Kenyon.

62,265. What has the consolidation been?—About one small holding, Penybryn, has been added to one farm.

62,266. Is that all the consolidation comes to?—Two farms have been made into one in 15 instances.

Chairman.

62,267. Then have you anything to say as to dilapidations?—The farm buildings in the parish are not to be complained of, and even highly commendable on the Nantelwyd estate, especially those of late erection, expensive, comfortable, and convenient. There is one homestead in the parish belonging to Lady Reade an exception. The dwelling-house has lately been repaired by order of the Sanitary Authority—an order discreditable to a landowner.

62,268. What is the name of that holding?—Tynnycaer. The outbuildings are miserable, neither wind-tight nor water-tight. The carts are rotting in the cold for want of a cart house, and the pigsties are in a most dilapidated state, nor is there any granary where the tenant can keep his corn. The whole should undergo repairs if not restoration before winter comes on. Under the circumstances the tenant cannot possibly make the best of his stock and must unavoidably suffer loss. I know of only two farms in the parish where on the greatest drought there is scarcity of water—Henblas and Tyisa'r cefn. It appears that all that can be done to remedy this deficiency has been done at Henblas, but with what success I am not aware. I do not know that anything has been done at Tyisa'r cefn, but I am told the tenant has to water his animals on other premises, or at any rate on the road adjoining other premises, about a quarter of a mile from his homestead.

Remedies: (1.) Renewed settlement of rents founded upon the standard basis of the price of corn. (2.) Security of tenure containing right to appeal for a new valuation and remuneration for improvements. (3.) A restoration of the farms consolidated into other farms whereby persons of limited means may start life and secure their living. (4.) Authority to compel the landowners to erect and keep in repair comfortable, convenient, and suitable dwelling-houses and outbuildings on every farm. (5.) The erection of a number of small holdings in the district in proportion to the number and size of the farms in the district. (6.) Encouragement to workmen to enclose mountain lands or enclose uncultivated land on fair terms with security of tenure or possession as the case may be. (7.) An abolition of the game laws.

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Mr. R. ROBERTS.

[Continued.]

Chairman—continued.

62,269. Are you well acquainted with the farmers in your district?—Yes.

62,270. Are you acquainted with their condition?—I am.

62,271. Do you think they are making money?—That is a secret that they keep to themselves.

62,272. You are not in a position to give any opinion?—I am not.

Professor Rhys.

62,273. I did not quite understand your description of yourself, it was "general agent." General agent of what or whom?—I am collector of rates and taxes occasionally, and I am secretary of the school board, that is another thing.

62,274. You are insurance agent also?—Yes.

62,275. Do you have a good many opportunities of coming in contact with the farmers, and of knowing all about their circumstances?—Yes. I call frequently at the farms, and I know all their occupiers well.

62,276. But they are very close?—Well, it is not my business to ask them either. That is privacy, it should not be known.

62,277. What do you think about their condition generally? What strikes you most with regard to their condition now?—What appears to me now is that their condition is far worse than it has been; the price of corn is so low, and the farms are valued according to the standard of measures of the price of corn some 15 years ago.

62,278. Then do you think their rents are too high?—That is the evidence I have from the most experienced agriculturists of the district. I have asked more than one.

See 55, 123.

62,279. Are the rates very high?—They are far higher than they used to be times ago. There are charges now on the rates that there were not some years ago, such as the school board rates, though not very heavy, and the highway rate, and the county rate is far heavier, and the wages are just three times what they used to be 50 or 55 years ago.

62,280. Then apart from those rates that you mention now, are the rates higher than the old rates used to be?—Well, they are higher this last assessment, about 4d. in the £ higher.

62,281. Quite recently?—Yes, than the former assessment.

62,282. How do you account for that?—I cannot account for it.

62,283. How much is the school board rate?—2d. or 2½d. in the year.

62,284. And the highway rate?—The highway rate and the poor rate and the county rate are all in one.

62,285. But is the highway rate a new one here?—I cannot say that it is new, but say 50 years ago it was not charged.

62,286. But then you paid turnpike gate tolls in those days, did you not?—Yes. Well, there are no turnpikes now in our district.

Professor Rhys—continued.

62,287. But you would expect the highway rate to be a little higher, would you not?—We should expect it to be higher, but it is no new thing, the gates are pulled down for many years now.

Mr. Grove.

62,288. Do you think that any tenant farmers are afraid to come forward to give evidence?—No, I do not know that any of them are. There was a tenant farmer told me to day that he is giving evidence to-morrow in Denbigh. He asked me whether he should; that is John Hughes, of Pencoed.

62,289. Is it bad times for farmers now?—Yes, it must be bad times for them from what I know of. Now our farmers are working hard, and their sons and daughters are working mostly on the farms. There are only nine able-bodied labouring men within the parish depending on the living of farmers, and the farmers cannot always supply those neither.

Mr. Griffiths.

62,290. Do you find any difficulty in collecting the rates at present?—I do get them, to be sure.

62,291. Have you had to call more than once?—Well, in some places; in other places you can get them at once. There are some persons who have done better than others.

62,292. Was it so years ago?—No, I think it is worse now than it used to be years ago; that is my opinion.

62,293. Have you had to summon any for not paying?—No, I did not summon or distrain upon any one of them.

Lord Kenyon.

62,294. What is the population of Clocaenog now?—The population is 356 or 376; I cannot be sure for the moment.

62,295. What was it at the last census?—It decreased 91 in the last two decades.

62,296. It has decreased the last two censuses?—Yes, in the last two decades the population of the parish has decreased by 91.

Chairman.

62,297. I have some questions by Mr. Owen Wynne. "Will those farmers in Clocaenog who now have their consolidated farms give 'them up again'?"—That is more than I can say, whether they will give them up or not. There is some expense in giving them up, for their buildings have fallen on many of them, on several of them whatever, and there would be great expenses to the landlord to restore them.

62,298. "Do you know what rent John Parry, Lady Reade's tenant, pays?"—I think the rent in the parish of Clocaenog and

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Mr. R. ROBERTS.

[Continued.]

Chairman—continued.

Llanwrog is about 35*l.*; about 30*l.* in the parish of Clocaenog.

62,299 "Do you know that last year, after paying for repairs, she only received 1*l.* 15*s.* 10*d.* from this farm?"—I do not know what she received, but at any rate she was compelled to repair what she did repair, and it was not very creditable to a landowner that she should be compelled by the sanitary authority, but as for the outbuildings, as I said before, there is no carthouse, and the carts are rotting in the open air, the pigsties are quite dilapidated, and the other outbuildings are neither wind-tight nor water-tight.

62,300. "Do you know that before entry, the tenant was informed only a limited amount could be spent in repairs?"—Well, I have known the place for many years; it is not many years the tenant has lived there.

62,301. "Do you know that he took in a lodger in spite of his complaints of the house?" Yes, he had a lodger for some time.

62,302. "And that the sanitary inspector complained of the accommodation not being

Mr. Griffiths—continued.

"sufficient?"—Well, I am not quite aware of the time, whether the lodger was there or not.

62,303. "Are you a bit of a lawyer?"—Well, no, I cannot say that I am; I cannot claim that.

62,304. Then I have some questions by Mr. A. O. Evans—"How long have you lived in the neighbourhood?"—I have lived there for the last 27 years.

62,305. "Are you acquainted with most of Lord Bagot's tenants?"—Yes. I think I am acquainted with every one of them.

62,306. "Have the tenants anything to say against or in favour of Mr. Evans, the local agent?"—No, I do not think they have any cause of complaint against him.

62,307. "Tyisa'rcefn and Henblas, mentioned as having no water in your report, do not belong to Lord Bagot, do they?"—No, they do not belong to Lord Bagot.

62,308. "Were you present this afternoon, and did you hear a question put as to Plas farm in your parish?"—No, I was not present at the time.

The witness withdrew.

Mr. EVAN HUGHES called and examined through an Interpreter.

Chairman.

62,309. Where do you live?—Plas Einws, Ruthin.

62,310. What do you wish to state to the Commission?—I want to say something about Plas Clocaenog, where I lived before.

62,311. Will you tell us what you have to say?—My family had been there living for over 40 years. We considered that the farm was too highly rented, and we appealed for a reduction. They refused to give it to us. It was for that reason that we gave up the farm.

62,312. Anything else?—Most of the outbuildings were in too dilapidated a state to put the animals in them. We offered 3*s.* in the £ for the right of selling out the crops. We were refused, and they allowed the present tenant to sell out the crops that he bought from us at consuming prices for their full value.

62,313. Who was the landlord of this estate?—Lord Bagot.

Lord Kenyon.

62,314. What was the farm rented at afterwards?—120*l.*

62,315. After you left it?—The new tenant took it at the same rate as we paid.

62,316. Does he still pay the same rent?—Yes, I offered to take it for a 20*l.* reduction, and the offer was not accepted.

62,317. The next tenant is able to make it pay at the same rent as you paid?—Well, it is now that he commences; he only went there in May.

Mr. Griffiths.

62,318. Why would not they reduce your rent?—I cannot say.

62,319. Had you offended them in any way?—I am not aware that I had. We had paid them every penny during the whole of the time.

62,320. Whom did you appeal to?—I asked the two agents.

62,321. What did they say?—They said they were to receive the farm from me if I thought it was too dear.

62,322. Then in that case you would like to appeal to some court, would you not?—I asked Mr. Evans if he would consent to do something of that sort.

62,323. What did he say?—He said he would do his best for me.

62,324. But you had no recompense?—No.

62,325. Was there any reason why he should treat the new tenant differently to you?—The farm had been offered to several, but they refused to give the old rent that we paid, and this one came forward and offered to pay it.

62,326. What do you consider was the value of that farm?—I considered that what I offered for it was full value for it before the depression in prices.

Professor Rhys.

62,327. What is the name of your place?—Plas Einws, Rhewl.

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Mr. EVAN HUGHES.

[Continued.]

Chairman.

62,328. I have some questions sent up by Mr. A. O. Evans: "In what condition did you leave the hedges and ditches of Plas?—They were in fairly good condition, as we had received them.

62,329. "To what outbuildings did you refer as being out of repair?"—There was a shed which was covered with straw; and a cow-shed; they were all in one row. The water, 12 months last autumn, flooded in and came out again into the yard.

62,330. Through the house?—Through the outbuildings.

Chairman—continued.

62,331. "Did your father on entering have the crops at a consuming price?"—I was too young to know that.

62,332. "Did you hear the agent state this afternoon that it was not with his consent that anything was sold off after you left?"—Yes.

62,333. "Are you aware that there were three applicants for the farm willing to give the same rent as you gave?"—I cannot say. Mr. Evans said (and that is true enough), that he allowed the tenants to sell the hay off; but we bought in hay and straw while we were at the Plas as much as would grow there in one year.

The witness withdrew.

Adjourned to Denbigh.

Re-
examined
75,221.

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Mr. W. D. W. GRIFFITH.

SEVENTY-FIRST DAY.

The Town Hall, Denbigh, Denbighshire, Wednesday, 5th September 1894.

PRESENT :

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHÏS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. WILLIAM DOUGLAS WYNNE GRIFFITH called and examined.

Chairman.

62,334. Are you the owner of the Garn Estate?—I am.

62,335. Which you manage yourself?—Yes.

62,336. What parishes are you prepared chiefly to give evidence for?—I have prepared my evidence in writing, and with your permission I should like to read it.

62,337. If you please?—I propose, my Lord, to answer the questions in the order in which they appear on your syllabus. In the first place I desire to state that I manage the estate entirely myself, without any agency at all, and I transact all matters of business with the tenants in the Welsh language. That has been the practice on this estate from time immemorial, at any rate for three generations, covering over 100 years. The estate I wish to speak about is situated chiefly in the parishes of Henllan, Llanefydd, and Llanrwst, in the county of Denbigh, but also as to two farms in the parish of Rhuddlan, in the county of Flint. The estate consists of about 2,225 acres, of which about 1,960 acres are in Denbighshire, and 265 acres in Flintshire. It is situate chiefly in the Crown lordship of Denbigh, but that in no way affects the tenure of land in the district that I am aware of. As to ownership generally, of course where a man owns his own farm in fee simple unencumbered he is in a far better position than the man who has to pay heavy interest on a mortgage, and, of course, better than the man who has rent to pay. The unencumbered ownership of his farm represents so much additional capital, and, therefore, so much more power of good cultivation, but I fear such cases are few and far between. As a rule freeholders are heavily encumbered with mortgages, and practically pay much higher rents than tenant farmers. There are about 450 acres of unenclosed common lands in the parish of Llanefydd, in many scattered pieces. Little or none of it is adapted for profitable cultivation. The adjoining farms now exercise rights of pasture over it without payment of any kind

Chairman—continued.

to anyone, and “without stint” so far as I know, though there may be an understood custom among the farmers themselves as to the maximum number of animals each farm is to put on. The right is by no means valuable. I do not think that the rights of pasture on the unenclosed lands just referred to is ever taken into account or thought of at all in fixing the rents of the adjacent farms. It certainly never has been on this estate. There are no farms in the district I speak of which can properly be called sheep farms. As to the question of management, where land is held by small or large, by absentee or resident landowners, no general rule can be laid down. The management varies much in all cases; on the whole I should say that perhaps the land on the large estates is the best managed. I am always resident, but I do not think there is any difference in the case of absentee owners unless in that of very small owners. In other cases the estates are managed the same, and the tenants are as well off under competent agents. As to the question where there is a difference of either language, politics, or religion, between the landlord and the tenant, I do not think or believe that either make the smallest difference, or are ever taken into consideration in the choosing of tenants or subsequent dealings with them. I may say that I speak Welsh myself, and transact all business with tenants in that language where necessary. It has never been the practice on this estate to inquire into either the politics or religion of candidates for farms. The only inquiries ever made are with a view to secure tenants of sober and respectable character, good farmers, and solvent tenants. So far as I am actually aware I have only one tenant of a holding of land who is a Churchman, but as I have never made inquiries on that point I cannot speak with certainty. As to their politics, I know nothing, and I have never canvassed a tenant or asked him to vote a particular way. As to the qualification of agents, so far as I know nearly all those in this part of the

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[Continued.]

Chairman—continued.

county, at any rate of the large estates, are practical and experienced men, and I have not heard of any cases of inconvenience or hardships to the tenants arising from the incompetency of the agent. Then as to occupation, the usual date of entry in our district is the 30th November for the land, and the house and buildings on 1st May following. I believe about Rhyl, in many cases, the land is entered on 29th September, but these dates are not universal, the date of entering the land being the 2nd of February for some upland farms, and in some cases in the parish of Llanefydd; but in all re-letting for some years I have made the 30th of November the date in all cases, believing it to be the best general date for all parties. The holdings are all tenancies from year to year on this estate, and I believe generally in the district. I have never been asked to grant a lease, except in one case where a seven years' lease was granted, and at the end of the term the tenant did not wish to renew it, preferring to remain on as tenant from year to year on the same terms, and is still tenant of the same farm. I do not think tenants would have had any difficulty in obtaining leases in the past if they had wished. I take it that in the present state of things neither party would care for them. Tenants under leases would have no claim for reduction of rent in bad times, and do not care to tie themselves to a fixed rent. As tenants from year to year they are practically masters of the situation. Also tenants of small farms wish to be free to take larger ones, if successful, and as a rule they know that tenancies from year to year are practically as safe as leases, and therefore advantageous to them; also a lease implies a termination, with a re-taking and re-arrangements, if the tenant desires to remain, whereas the tenants, at any rate on most estates, know that tenancies from year to year as a rule go on without any interference, and as long as they farm properly are practically leases for unlimited periods. Then as to the question whether the condition of the leaseholders and of their farming is superior or the contrary to that of yearly tenants, so far as I know of leases, I do not think there is any difference. Then, "Have changes in tenancy become more or less frequent than in former years? If more frequent, to what causes are they attributable?" No. In my experience and so far as my observation goes, I do not think there is much difference on this point. On this estate during the last 10 years, excluding three cases of death and no relative desiring to succeed, and two cases of removals to larger farms (one on the estate). I have only had two changes of tenancies, and as to these I am prepared to give full and satisfactory particulars. No cases of hardship have arisen. Then I am asked, "In resuming the occupation of a field or plot out of a holding, for the sake of planting, building, or for other purposes, do owners generally serve their tenants with proper notices for the purpose, and grant them compensation?" I believe this is always done, but there have been

Chairman—continued.

no such cases on this estate. Then, "If damage is done to the land in timber-cutting, is the tenant compensated?" Yes, I believe this to be the general practice, and has been done on this estate.

Then the usual conditions of tenancy are by written agreements, of which I produce a specimen. When I succeeded to the estate there were scarcely any written agreements with tenants, but this being contrary to the general practice, and believing it more satisfactory to all parties and having suffered inconvenience from the want of them, I decided to have agreements, and adopted, almost as a matter of course, forms of agreement such as are used on most estates, and which contain some provisions that have proved practically useless, as they have never been enforced, and in some of the more recent lettings I have omitted many of them and intend to omit more in future. These forms of agreements are used by me chiefly as a rough draft to work on only, and are more or less modified and altered in each case, to which they are adapted. There has never been an instance on the estate of any of the clauses of the agreement being enforced, or of any litigation in connexion with them. Of course it never is necessary to enforce an agreement in the case of a moderately good tenant. But although while a tenant farms properly and keeps out of financial difficulties, the restrictive clauses of agreements are practically a dead letter, clauses of more or less stringency, to meet possible contingencies, are an absolute necessity, not only to guard the landowner against fraudulent tenants and fraudulent farming, but also in the interest of good tenants and good agriculture generally, and the maintenance of the land of the country in a productive condition, and therefore in the interests of the public. When a landowner lets a farm, though he may take every possible care in the selection of a tenant, he cannot possibly guard against the tenancy in the time to come falling into incompetent or dishonest hands, to say nothing of the almost utter impossibility of ascertaining the true financial position of a prospective tenant, and however honest and honourable and capable an original tenant may be, and however much confidence the owner may have in him, financial difficulties or other circumstances may place it out of his power to treat the farm properly, or death may transfer the tenancy to very different hands. Therefore, unless there are covenants in the agreements to guard against it, there is nothing to prevent either a dishonest tenant or the representatives or successors in title of an honest one, from running out a farm, impoverishing and exhausting the land and then throwing it on the owner's hands in a state that would make it almost impossible to re-let it on any terms, and certainly only at a great loss for some years. I suppose it will be admitted that there are black sheep in every flock, and that there are such things sometimes as bad and even dishonest and reckless tenants, though I am happy to bear testimony that they are the exception and not the rule,

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[Continued.]

Chairman—continued.

but it is the exceptions that generally have to be provided against in all such matters. A good tenant who farms properly rarely gets foul of the covenants of his agreement, which is never enforced except where a tenant does that which injures the letting value of the holding, *i.e.*, injures another person's property, and the restraining him from doing which can surely be no hardship. Therefore, while it is true that many of the clauses in most agricultural agreements are unnecessary and inoperative with good tenants, they are an absolutely necessary protection against bad ones, if both parties are to have equal justice and fair play. And I may say that although on this estate no proceedings have ever been taken to enforce any of these clauses, I have in more than one instance had farms thrown on my hands in such a condition from the tenants' mismanagement or worse, that I have been a serious loser on the re-letting, but I should say that (perhaps curiously) these cases occurred well before the present agricultural depression. I have never had a tenant object to or complain of any of the clauses as being oppressive. In my opinion they certainly tend to better cultivation in the case of those inclined to farm slovenly or dishonestly. With good tenants they have no effect one way or the other. The tenants usually covenant not to take more than two corn crops in succession, which covenant they by no means keep, as may be seen from the tables of rotation cropping which I am prepared to submit, but no tenant on this estate has ever been called to account for the breach of it. They also agree not to sell off hay, straw, roots or manure, and that such shall be consumed on the holding at the end of the tenancy, and I suppose it will be admitted that if such are sold off a farm that has been poorly farmed during the previous years, the letting value of the holding will be injured, and possibly the holding made difficult to find a tenant for at all sometimes; but as a matter of fact, the breach of these restrictions, as far as hay, straw, and roots are concerned, is constant and frequent, and has never been objected to where a tenant farms reasonably well, and uses a fair quantity of purchased manures or feeding stuffs, and moreover, has been tacitly overlooked and submitted to in very many instances where such is not the case. Indeed, I may say, in all cases, as a matter of fact, these restrictions have never been enforced on this estate, though no objection has ever been raised to them by tenants or candidates for farms. When, on a sale at the end of a tenancy, the tenant has thought the sale of any surplus produce he may have, if sold for consumption on the premises, would be to his disadvantage, it has generally been possible for him, with the consent of the owner, to arrange with the incoming tenant, on a reasonable payment, to allow the produce to be sold to go off. Tenants, as a rule, I have found, consider the restrictions referred to fair and reasonable for all parties, remembering that they may be incoming as well as outgoing tenants. Most agreements contain a penal rent for breaking up old perma-

Chairman—continued.

nent pasture land, without consent, and some for not cultivating according to agreement, but I never heard of an instance of their being enforced, and certainly never on this estate, and I have for some years struck out of my agreements all the penal rents for everything except breaking up old permanent pasture land without consent, for which no penalty can be too much, particularly in these times. My practice is always to give a prospective tenant a draft of the proposed agreement to take home with him, and retain a reasonable time to consider, or to be advised on by anyone he thinks proper, and to point out anything he objects to. When it is finally agreed upon, it is prepared for signature, all costs and stamps of agreements are borne by me, and the tenant is always supplied with a counterpart or duplicate free of cost to him. The rent is usually a fixed gross sum for the holding. No doubt a tenant calculates the rent per acre before taking. Then as to the question whether there is any uniformity in the rents of land of similar qualities on the same or neighbouring estates, there are in almost every case some differences of situation; compactness or otherwise of the farm accommodation of house and buildings, distance from market town, condition of roads, or other circumstances, which make it impossible to accurately compare one holding with another. In many cases there is no doubt, that the rent of the smaller tenantry is higher per acre than on larger farms and it must necessarily be so. The cost of providing a small holding with house and buildings, and maintaining them in repair, is out of all proportion to the number of acres on a small holding as compared with large ones, and the proportion of good and poor land varies on almost every holding.

62,338. Of course I do not want to interrupt you in any way, but we have had a great deal of general evidence of the character that you are now giving, and if there is anything in your statement that you know the Commissioners are acquainted with, no doubt you will pass it over?—I am at this disadvantage on that point. I have not attended many of the sittings of the Commission, therefore, I do not know exactly what you have had before you, but I will endeavour to skip anything I can.

62,339. Everything about fluctuation of prices and so forth that we have had in detail you might pass over?—I do not think I intend dealing with that.

62,340. Anything of interest to the district we shall be very glad to hear?—No services other than the payment of rent are rendered by tenants in respect of their farms on this estate. As to the method of fixing the rents, on this estate, before the depression, farms were, I think I may say, always re-let on a vacancy, at the old rent, unless there was some reason for a reduction, which had occurred owing to the ill-treatment of the farm by the outgoing tenant; otherwise, as a rule, the old rents have gone on from tenant to tenant. There has never been a valuation. When a holding becomes vacant, the

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[Continued.]

Chairman—continued.

most suitable applicant is dealt with by private treaty, but there is never any increase of rent, except in the two cases hereafter referred to. Since the depression, of course, the old rents have been largely reduced. The holding is never let to the highest bidder; in fact, as I have shown, there is no bidding in the matter. I am prepared to give particulars of the rent of every holding on the estate for a great many years back, in some cases as far back as 1819. I wish it were possible to ascertain whether prospective tenants have sufficient capital or not, but I have found it utterly impossible. The system of giving security for each other, and backing each other's bills, is carried to such an extent amongst the farmers, that it is impossible to tell who is solvent. The probability of his having capital is my chief inquiry as to a prospective tenant, but the large majority have none at all. This backing of bills and becoming liable for one another is one great bane of the farmers of the present generation. It misleads both landowners and others who have to deal with them, and renders it perfectly impossible to be sure as to the solvency of any of them, or to get any reliable information as to the financial fitness of an applicant for a farm, it frequently turning out that a man who is, apparently, and generally supposed to be, well-to-do, is really, and perhaps has been for a considerable time, overwhelmed with difficulties, owing to having become security for some relative, or friend, or neighbour. I think many of the present race of farmers often go security for others in the most reckless way, with no thought of the possibility that they may some day actually have to find the money, and that heavy interest and costs of repeated renewals of these bills will quickly roll a small sum into a large one. The fact that before the present depression many farmers started in business and prospered, with no other capital than what was obtained in this manner, goes a long way to prove that farming is, after all, not such a bad business, in anything like even moderately fair times. I am not aware that arbitration is ever resorted to as a means of settling or re-adjusting the rent. The hereditary part of this estate, so far as can be ascertained, has never been valued, and certainly not for more than 60 years, and the purchased parts never since the dates of purchase, varying from 55 to 27 years ago. On the hereditary part (with the exception of two farms close to the town of Rhyl, which I will more particularly refer to later on, if desired), no rent has ever been raised, nor on the purchased part since the purchases by my father, the latest of which was in 1866. In some cases on this estate rents were lower at the commencement of the present depression than they were half a century or more ago. On this point I am prepared to state particulars. More than half the estate was purchased by my father at various times between 1837 and 1866, and none of it has ever paid more than about 3 per cent. on the purchase money, and for the last 12 years much of it averaged little over

Chairman—continued.

2 per cent., and some of it considerably less, as may be seen from the particulars I submit.

62,341. We take it from you the rents have not been raised?—They have been reduced as a matter of fact, as the table will show; they have only been raised in two instances.

62,342. What are the two instances?—In the case of two farms near the town of Rhyl, if you desire to hear the particulars.

62,343. I do not think we need have them. Two farms have been raised, and the rest of the rents of the estate have been reduced?—
Yes.

Lord Kenyon.

62,344. Will you kindly give the rental in 1881, and the rental in 1892?—In 1881, 2,241*l.*, and in 1892, 1,723*l.*

62,345. That shows a fall of something like 520*l.*?—Yes. It works out to an average reduction of 23 per cent., in some cases very much more.

Chairman.

62,346. Now you may leave the question of deductions?—The next question is as to the farms raised.

62,347. How much have they been raised?—I do not know that it is quite fair to me to state the bare fact that they have been raised, without stating the reasons why they have been raised.

62,348. Certainly?—The first farm is a farm situate within a mile of the entirely new town of Rhyl; it is 151*a.* 2*r.* 29*p.*, and for a great many years had been let at the very old and low rent of 172*l.* 5*s.*, far below the renting of any adjoining property, or any similar holding in the neighbourhood, and a rent fixed before almost a stone of the town of Rhyl had been laid, but my father would never have the holding valued, or raise the rent to the old tenant who had occupied a long time, except an almost nominal increase of 5*l.*, from 160*l.* to 165*l.* in 1847, after an exchange of land with Lord Mostyn, and another almost nominal increase of 7*l.* 5*s.* in 1855, after a further exchange of land with the Bodrhyddan estate, bringing the rent up to 172*l.* 5*s.*, it having stood at 160*l.* from 1819 to 1847. The exchange of land referred to had greatly compacted the farm (some of the land having before been nearly two miles from the homestead, and all of it very scattered), and increased its letting value far beyond the small additions made to the rent, as well as the generally increased letting value of such holdings as compared with the time when the rent was fixed. The rise of the town of Rhyl, with its markets and improved roads, &c., had also largely increased the letting value of this farm, but, as I have said, my father would never increase the rent to the old tenant, or disturb him in any way. But in the year 1880, the old tenant who had become of delicate

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[Continued.]

Chairman—continued.

health, and who was unmarried and had no relative who wished to succeed him in the tenancy, retired from farming, and gave up the holding. I, on a fresh letting, to an entirely new tenant, raised the rent from 172*l.* 5*s.* to 210*l.*, which the new tenant, who is still the tenant, considered then very reasonable, and he has often since and even recently, told me that he considered it a fair rent enough, with the then state of agriculture. I may say he was the only candidate for the farm, and introduced to me by the old tenant, therefore there was no question of bidding, or letting to the highest bidder. Since 1886 the rent was first abated, and then reduced by 30*l.*, reducing it to within 7*l.* 15*s.* of the old rent, up to 1890, since when the rent has been again 210*l.*; but the tithe paid by me, which makes it very much the same thing, the tithe in 1892 amounting to 29*l.* 4*s.* 5*d.* Since 1881 I have expended 372*l.*, and in 1893, 37*l.* 10*s.*, making 409*l.* 10*s.* on the improvements of the house and buildings on this holding. In 1892 and 1893 an abatement of 10*l.* was also allowed off the above rent. I do not know whether you want the particulars of the other farm; that has been raised as well.

62,349. No, I think not. We may take it the raising of the rent of the farm was quite justified?—That was raised for the same reasons as I have stated applying to the other farms.

62,350. We need not go into that?—Then as to any permanent or temporary reductions. Since 1885, and in some cases earlier, abatements or remissions of rent, eventually becoming permanent reductions, varying from 10 to 30 per cent., and in some cases more, have been made on all holdings, except in two or three cases of purely accommodation land and very small holdings, which cannot be called agricultural, and an additional 10 per cent. was remitted on the rents of 1892 and 1893 and 1894. The amount of rents paid by tenants in 1892 was an average reduction over the estate of 23 per cent., and taking into account the reduction on the tithe rentcharge, there was a total reduction to the tenants in 1892 varying from 15 to 35 per cent., and in some cases more, as compared with what they had to pay in 1880. I submit tables showing particulars as to each holding. When I first made abatements, about 1885, I did not give the tenants formal notice of my intention to give such an abatement, but I see and have conversations with many of my tenants tolerably frequently, and they knew very well what I intended doing, and in most cases, when the first abatement was made, I intimated that it would be continued in succeeding years until further notice, but these abatements of rent soon became permanent reductions. The year 1892 I consider to have been exceptionally trying to farmers in my district, the weather and the harvest having been much against them, as well as other causes, and therefore in addition to the previous abatements which had become permanent, I returned 10 per cent. of the rent of 1892 and also on 1893, and on the rents so far due in

Chairman—continued.

1894. As I have stated, rents on this estate have not been raised, except in the two cases I have referred to, and stated the reasons for increase. I cannot speak as to the practice on other estates.

Rents in these parts are usually due half-yearly on the 25th of March and the 29th of September. They are so on this estate, on which the rule has been, so far back as can be traced, to give credit for the half year's rent due 25th March until nominally the 27th of May, and for the half year due 29th September until the first Tuesday in the January following; but, as a matter of fact, very much longer credit is constantly being given, and extended time is scarcely ever refused when asked for by the tenant on a representation that it will be an advantage to him. I only actually hold a rent audit once a year in January, when most of the tenants pay, but there are always a few who ask for an extended time of greater or shorter length, which, if I have confidence in the tenant (which, I am glad to say is the rule), I invariably grant, and I think this extension of time has often been of great assistance to a tenant, but, of course, I deal with such requests according to my belief in the honesty of the applicants' intentions. The March rent is paid as soon as convenient after the 27th of May. A few pay about that date, but the majority ask for extended time, more so than in January, which is granted in the same way, and they pay at varying times, sometimes extending into September, and even later. I should state that by the agreements sometimes the rent is made to fall due quarterly, on the dates before named, and on the 20th of June and the 25th of December, but while all goes well it is never collected or asked for oftener than twice a year, the provision making it actually due quarterly being only intended to meet a case of a tenant having an execution levied on him by another creditor, possibly only a few days, before a half-year's rent is due, when the whole of his effects might be taken, and the landowner lose the whole half-year's rent, then nearly due, in addition to all the other losses which invariably fall upon him in case of a tenant's insolvency. Of course, without such a provision I could not have given, at any rate in some cases, the longer extension of credit for the rent to which I have referred, but I may say, however, that I have never, so far, availed myself of the power to demand a quarter's rent. Then, as to the effect of the preferential claim for rent on the position of tenants generally, in my opinion it is very beneficial, for without it a landowner could not possibly accept as tenants at all many whom he now does, or any without very much more satisfaction as to their capital and solvency than he now insists upon. Very large numbers of those who in the past entered on farming with little or nothing to start with, but afterwards got on well, would never have been able to obtain farms at all, had it not been for the preferential claim of rent, nor would it be possible for any landowners to

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[Continued.]

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give extended credit for the rent, as I have already mentioned, or indeed any credit at all, without a preferential claim for rent. Prompt payment thereof as soon as due would have to be insisted on, and would quickly become the practice, and in many cases payment in advance would become necessary. All the very small capital farmers would be knocked on one side at once, and there would no longer be any chance left for the intelligent and thrifty labourer, who now sometimes works his way into a farmer. The preferential claim for rent is what enabled me to give the extended credit I have spoken of, thereby enabling tenants to make the best of their produce and stock, which, if prompt payment of the rent had to be insisted upon, would often have to be disposed of at considerable sacrifice, particularly in the case of stock not quite ripe for the market at the time the rent should be paid, and I am continually receiving the warmest thanks of tenants under such circumstances for waiting a few weeks, or often months even, for the rent after it is usually paid under ordinary circumstances. This I, of course, could not do unless I had the protection of a preferential claim against the tenants' other creditors, as to the existence and extent of whom I must, of course, necessarily be in the dark, while they, on the contrary, are always well aware when they give credit to a tenant farmer that the rent is a preferential claim on his effects, and can regulate their dealings with him accordingly, while on the other hand, it must be remembered that the landowner is the tenants' only compulsory creditor; he must give the tenant credit, he cannot help himself, he cannot collect his rent from day to day. Such a system, it need not be said, would be impracticable, and while perfectly in the dark as to the tenants' circumstances or whether he is in the most complicated pecuniary difficulties or not, the landowner must give him credit for the rent, while on the other hand, all the tenants' other creditors have it in their power, if they choose to insist upon ready money dealings, and knowing that the landowner has a preferential claim for his rent, they can always inquire how the tenant stands in that respect, if they have any doubts as to his solvency. The owner's preferential claim for rent, and the power of distraint are of greater advantage and of more consequence to the tenant than even to the owner, as without them the owner would have to protect himself by insisting upon sureties for the payment of the rent, and its immediate payment as it becomes due.

As to other charges on land, tithes used to be paid by the tenants, but since 1886 I had in a great many cases, taken the payment on myself. Of course, now I pay the tithes on all holdings. Land tax has been usually paid by the tenants, but in all relettings (and in some other cases) in the last few years I have also undertaken the payment of the land tax. Chief and Crown rents are, and always have been, paid by the owner. Local rates are paid by the tenant. Income tax, Schedule A., used to

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be paid by the tenants and deducted from the rent. In recent years I have paid it direct. As to local rates, I believe that they have not increased much in the last 25 years in the district I am chiefly speaking of, except within the borough of Denbigh. In the parishes of Henllan and Llanefydd I can show that the amounts paid by the tenants in 1892 were decidedly less than in 1880. I have been unable to compare them for the other parishes, but I can state the amounts paid by my tenants in Llanrwst parish for 1892.

As to the average size of farms in the district, it is impossible to fix on an average size, there is such variation. They run from 20 acres and even less, up to 200 acres, with a few still larger ones. The majority, however, are under 50 acres. On this estate the holdings are as follows: 1 of 270 acres; 7 above 100 and under 200; 7 above 50 and under 100; 8 above 20 and under 50; 13 above 2 and under 20; 6 holdings with not more than 2 acres.

Consolidation.—I do not think there have been many cases of consolidation of farms. I know of scarcely any in the district I am chiefly treating of. On this estate I have consolidated only in one instance about 11 years ago, when in the case of a farm of 61 acres, with the house and buildings in a state requiring entirely rebuilding, I, on a vacancy caused by the tenant removing to a much larger farm, added the land to an adjoining farm of 78 acres, which it benefited a good deal, making a nice holding of 139 acres, but of course I was a considerable loser of income by the transaction. I think cases of consolidation have been mostly on lowland farms, but there have not been many in the district at all. As to the effects of consolidation, I should say, increase of production, as in my observation the larger farms as a rule are more productively cultivated than the smaller ones. Moreover, where one or two moderate sized farms have been consolidated, the effect has probably been to increase employment for the reasons given in the last answer; but if several very small holdings have been consolidated (I do not know of any such cases) no doubt it would lessen the employment. I should say that all cases of consolidation of farms must have resulted in considerable loss of rent to the owner, in addition to all the cost of the consolidation, which in some, if not most, cases would be considerable. On the other hand, I am not aware of much subdivision of holdings in my district. On this estate I, in 1885, on a change of tenancy, separated a detached portion of land, 33 acres, from a farm of 163 acres, with which it worked badly from its situation, and made a separate holding of it, expending 215*l.* on the improvement of a cottage into a house for it, and the repair and improvement of some available buildings. As to the relative effects of small and large holdings respectively on their occupiers, the smaller holders show but little that can be called "practical skill" in farming.

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The larger farms are, I think there is no doubt, more skilfully farmed and managed. I am bound to give this as my honest opinion, though I am personally in favour of having as many small holdings as possible, and should be sorry to see consolidation on a large scale. But, on the other hand, I think the smaller farmers, that is, say on farms not exceeding 100 acres or so, decidedly hold their own in times of depression better than the larger ones. Of course the smaller holders do not provide for their families at all; they are, as a matter of fact, no better off than the day labourers, and in many cases a great deal worse. The larger holders have often, indeed generally, been able to start at any rate some of their family in farms on their own account, or otherwise give them a start in some trade or profession.

Cultivation.—There is no scarcity of labourers in my district, except some years, just in the corn harvest, if the harvest comes rather quickly together. The average wages of a fairly good labourer is from 14s. to 15s. per week. Carters get more, also, sometimes, good fencers, they also get extra at harvest time; the wages of extra harvest men varies very much according to the nature of the season, and the consequent demand; farm servant men, I believe, usually get about 8s. or 9s. a week with their board; young men and boys, who are also lodged, less. Fences, ditches and watercourses, &c., &c., certainly are not attended to as they should be, nor, I think, as well as they used to be in years gone by. Well-kept fences are now very much the exception. It used to be the almost universal custom whenever a field was sown with wheat, for the ditches round it to be thrown out and cleared, and for the hedge to be properly banked, cut, and managed so that in their turn, at any rate, nearly all the arable fields were so treated, and their fences periodically put into good order, while all the fences on the farm received a fair amount of attention, but now, for some years, on only too many farms, little more is ever done to fences than what is absolutely necessary to keep the farm stock in and the neighbours' out. Fencing of woodlands: On this point I may mention that on some of the farms on this estate the tenants have now considerably less fencing to attend to than they had before my time, as it used to be the practice for the tenants to maintain jointly with the owner the fences between their farms and any adjoining closed woodlands, which was really a fair arrangement enough, as these fences never suffer any injury except from the tenant's stock, there being no stock to injure them from the woodlands side. Therefore, fencing them jointly with the owner placed the tenant in a better position than if they were joint fences between him and a neighbour's farm where there would also be stock to break through them, but I always maintain the whole of the woodland fences entirely myself. As to watercourses and such like, my experience is that tenants never trouble themselves about them, or take the least trouble with them, though I

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believe they have almost in all cases agreed to keep them clear and free from obstruction, but I am sorry to say that even where the landowner has expended large sums of money in draining the land, all for the benefit of the tenant, no interest having been charged him, at any rate in my case, the tenants as a rule will not even go to the trouble and trifling expense of keeping the outlets clear, but for the want of the expenditure of a few shillings a year will run the risk of works which may have cost hundreds of pounds becoming ruined and useless. To avoid this I am compelled to send my own man periodically round to look after them, but the small attention necessary could be given much more efficiently by the tenant, who is always on the spot, heavy rain, floods, or other occurrences, possibly suddenly rendering a little attention necessary in a few days even after my man has been round, and in the case of detached farms at some distance it is almost impossible for the owner to attend to such small matters, but the tenants rarely or ever do it.

I do not know of any land going out of cultivation. The question as to whether there is any that is insufficiently cultivated is vague. Probably a good deal of land might be more efficiently cultivated than it is in all parts of the country. The reasons for this are various: want of sufficient capital, want of skill, want of knowledge, and many other reasons. No doubt there is a good deal more land in pasture now than 50 years ago, or even less. I cannot say what the general rule is as to the expense, on my estate very little has been laid into permanent pasture. In the only cases I know of I gave the tenant the seeds; this was about 10 years ago; he still occupies the farm, and is, I hope, likely to continue to do so. As I have said, there has been little or no land laid down in permanent pasture on this estate during the last 20 years or more, and the increase of pasture is in rotation grasses, and I can give figures for all except the farms in Llanrwst parish. Of 1,679 acres, in 1882, 820 acres were in pasture of some kind, or rotation grasses; in 1893, 1,079 acres were in such pasture or grasses, an increase of 259 acres or 24 per cent. on 1880, and 64 per cent. of the acreage of the farms. I should also say that there has been an increase of root crops certainly, but I can give no general figures, except that on this estate the increase is very slight; only from about 102 acres in 1882 to about 116 acres in 1893, an increase of only 14 acres on an acreage of 1,679 acres of farming land. So far as I am aware every improvement and repair of every kind (except in the matter of manures, &c.) are made by the landowner. It certainly is so on this estate, for though the agreements contain the usual clause that the tenant shall keep the buildings and premises, &c. (except the main walls and roofs) in tenantable repair, no tenant on this estate does or ever has done, or has been asked or expected to do a single improvement or repair of any kind. All improvements to buildings, all draining, and all repairs, even to the repairs

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and necessary periodical painting, of gates, doors, and windows, and the very smallest repairs, are done by me entirely free of cost to the tenant, except the cartage of material. The tenants rarely or ever even as much as put in a nail to save a gate from going to pieces, or to repair a door, and often a perhaps nearly new gate broken by the tenant's horses—a very common occurrence, and usually through the carelessness of his own servants—is either allowed to go to pieces altogether, or he will send to my carpenter to repair it for him. I am told that this leaving of every trifling repair entirely on the landowner is not the practice out of Wales. As stated above, the tenant makes no improvements, unless in the matter of manures and such like. The tenants usually cart the materials required for improvements and repairs, but where a tenant leaves a farm in a year or two after doing any such carting worth speaking of, he is allowed for it, but this is of infrequent occurrence, and has only happened once on this estate in my time, when a tenant died, leaving no children, only a young widow, who desired to be relieved of the farm at once, which I arranged for her, and she was allowed to her satisfaction for the carting done by her husband. Then, “in the case of improvements partly or wholly effected by a tenant, “is there any compensation obtainable in your “district. (i) By agreement between landlord “and tenant?” I am not aware of any cases of the kind, but I do not believe a tenant ever makes an improvement as to which he is not protected by the Agricultural Holdings Act without a specific agreement with the landowner as to compensation. I do not know of any instances where either party contracts out of the operation of the Agricultural Holdings Act, except as to the amount of notice required to terminate a tenancy. Such a contract would be void on all other matters. Agreements often contain a clause that all matters not mentioned shall be settled according to the custom of the country; but any known custom in my district is limited to very few matters. I do not think farmers often apply for their landlord's written consent for specific improvements; I have never been so applied to. The reason why not is, first, that the tenants of such sized farms as form the bulk of this estate and of many others, have no capital to spend on improvements, and, secondly, if they had, they do not see spending it on what they get done for them. The owner does all such holdings really can afford or that would be of practical benefit. I should think the granting of such consent would depend on the nature of the improvement proposed, and the various circumstances connected with the holding. As to the custom of the country, growing crops taken by an incoming tenant, and any claims for tillage and cultivation, are usually valued by a valuer agreed upon by the parties, or by reference, if necessary. Manure is usually agreed to be left, but, of course, the tenant may be able to claim under

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the Agricultural Holdings Act. Produce is valued as above, possibly subject to the agreement to be consumed on the holding. So far as I am aware, tenants never make any claim for permanent improvements, and I am not aware of any custom affecting the point. Then, as to the question whether I “know of any instances where compensation has been given for the general “improved condition of a holding, and not “simply for specific improvements.” I have never had a claim for any. I cannot speak as to other estates. I never heard of “any right “recognised as belonging to tenants to dispose “of their interests in their holdings to any “solvent tenant to whom the landlord shall “not have any reasonable objection,” nor have I even heard it suggested or hinted at that there is, or ever was, any such right in any district that I know anything of. The idea is entirely a new one, and I do not see how any such right could exist unless the tenant had the almost unfettered selection of his successor, with the power of practically making him pay almost any sum he likes for coming into the holding; in fact, it would be a sale to the highest bidder. Such a system would be absolutely ruinous to the incoming tenant, and perfectly unworkable in Wales; where the majority of farmers commence business, as a rule, with no capital whatever. Almost every farmer would be compelled to commence almost a pauper and in debt, and his rent would be largely increased by the interest of the money which he would always have to pay for coming into the holding. Such a system would entirely defeat any fixing of a fair rent, or even the decrees of a land court. At present a tenant entering a holding pays for nothing but for what he gets a valuable consideration for; even under the Agricultural Holdings Act, an outgoing tenant is only supposed to be paid for that which has increased the letting value of the holding, and which the incoming tenant is supposed to get the benefit of, and, therefore, properly pays for, either direct to the outgoing tenant, or in increased rent, if the owner has paid the outgoing tenant for it. Then, as to whether “the procedure under the Agricultural Holdings Act is workable and satisfactory,” tenancies change so little on this estate that I have little or no experience of the working of the Act, but so far as I have heard of the working of it, I should think it is anything but satisfactory to landowners, on whom it seems to inflict a large fine whenever a tenant may take it into his head to change his farm by making the owner pay the outgoing tenant for a lot of things for which he cannot get a penny, or any increase in rent from the new tenant.

Game preserving.—The game is preserved on most of the estates in the district, I think. I reserve the game and shooting rights on the property in the parishes of Henllan and Llanfeydd, except over one farm, the largest on the estate, over which the tenant has had the right for some years. On the rest of the estate in the parishes of Llanrwst and Rhuddlan the

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tenants have all the game and sporting rights included in their tenancies. I, however, only preserve game to a very moderate extent, and it is mostly wild shooting. I do not care for and strongly disapprove of *battue* shooting, or over-preservation of game, and I only attempt to preserve sufficient for wild sport, as will be readily understood when I say, that though I have the shooting right over about 3,720 acres, including some adjoining land, which I rent, or otherwise have the right of shooting over (of which about 250 acres are covers) I only keep one keeper and an assistant, and that the game killed on the whole estate for the last 12 years (and the years vary but little) only averages 257 pheasants and 128 brace of partridges a year, and the far larger part of the pheasants are killed in covers close to my house on land in my own holding, and the tenants never see anything of them. Hares have been nearly extinct for many years and it is seldom one is seen at all on the estate; and as to rabbits, except on my own farm (in my own occupation) and shrubberies round my house, well separated from all let land, I do not think there is ever an average of one rabbit to five acres, and the average number of rabbits shot in shooting the covers is not 150 a year, divided into three days' shooting; so I should think there can be no complaint on this head. I have never had any disagreement with a tenant in connexion with game, and I may add that my keeper has been employed on the estate in that capacity for over 23 years, and, so far as I am aware of, has never had any disagreement either with any of the tenants, and is on friendly terms with them all. It must be remembered that a landowner cannot preserve rabbits if he wishes, except on land in his own occupation, the tenant of the land can kill them all down, whether the owner likes it or not. I take it that tenants do generally avail themselves of the provisions of the Ground Game Act, except in those cases where they find an arrangement with the person having the right of shooting more profitable. I believe there are such cases, but on this estate the tenants have always fully and freely exercised their rights under the Act. I have never attempted to restrain them or to induce them in any way not to do so. On this estate there is no damage done by the game. I believe compensation is given on other estates where there is damage. As a general rule, I believe the party having the shooting right is able to arrange with the tenants as to the compensation; where not, valuers are called in. I have no actual personal experience of such a transaction. I never heard of tenants being expected to "beat," and I should think it must be very rare if it exists at all. On this estate no tenant has ever been expected to do so, or been asked or had it suggested to him in any way that he should do so. Then there is a question: "How does game preserving otherwise affect—(i.) cultivation?" In no way that I can see. "(ii.) The relation between landlord and tenant?" If at all, beneficially in bringing the landowner on to

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the holding more frequently than he might otherwise come, and therefore into greater intimacy and closer relations with the tenant, and also keeping the owner up in knowledge of the condition of the holding and its requirements. "(iii.) The labourers?" In no way whatever; it cannot possibly concern them. "(iv.) The public generally?" I do not see in what possible way it can affect the public, unless it be in the supplying them in the market with a wholesome variety of food, which I question if they would like to be entirely deprived of. As to cases of game trespass, in my petty sessional district the prosecutions for such offences are very few in number, and must bear a very small proportion. The law of trespass in other respects is certainly not satisfactory, inasmuch as persons not in pursuit of game may practically trespass over lands as much as they like, and farmers often suffer considerable injury in that way, particularly near towns. The civil remedy for trespass is worse than useless against such trespassers, and there is no summary proceeding unless malicious damage is committed. Also many products of the land which might be profitable to the farmer are not the subject of larceny or otherwise protected.

Agricultural education, &c.—Poultry farming is always an incident of farming, but no doubt much more might be done in this line, and it should be a greater source of profit to the farmer than it is. As to the general condition of the farming population, freeholders as a rule are far worse off in every way than the yearly tenants about them, their land much worse cultivated, and their houses and buildings in much worse condition, in some cases nearly in ruins; they seem to have gone from bad to worse gradually for many years, and I believe if particulars could be got it would be found that the interest of their mortgages, &c., far exceeds any rents paid by adjoining tenants. Then as to tenant farmers: of course, on all the smaller farms the tenant must work himself. A small farm, it is obvious, cannot afford the luxury of a mere superintendent, and the wives and daughters do the dairy work or such like. There is little or no field work done by women in the district at all. The children also work at home in most cases, so far as there may be work for them. I fancy the arrangements as to their remuneration varies a good deal. I cannot give particulars. As to what provision is made for them by their parents on "marriage or independent settlement in life—" it depends on the status of the parents, whether large or small farmers; of course, the smaller farmers, who are practically no better off than the labourers, can make no provision. I presume present rents could be maintained if wages were paid in respect of children's labour, otherwise how do those occupying similar holdings who have no children labouring on them pay their rents, and there are plenty of such cases. The very small holdings could not exist even rent free except on the condition of the family working on them. A very small

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holding cannot possibly pay any labour. The serviceable proportion of the household to the size of the holding varies in almost each case; therefore, of course, the proportion of labour rendered by them also varies. Of course, there is and has been going on a certain amount of general migration from all agricultural districts of both farmers' sons and labourers; it must necessarily be so. It must be remembered that while the population is constantly increasing, the quantity of land to employ men on remains the same; therefore, unless some other industry has opened in the district some of the increase in population must migrate. This is a purely agricultural district, and therefore there is no greater demand for labour now than years ago. Therefore a portion of the young men of each generation migrate, whether they are the sons of farmers, labourers, or others. As to whither they have migrated, no general answer can be given; they have gone to all parts of the kingdom, and of the world, and into all kinds of occupations, trades, and professions, according as their tastes, inclinations, and capabilities lead them, as artisans, joiners, masons, plasterers, some as colliers, miners, and some into police forces, employments on railways, and various employments in towns as clerks, book-keepers, &c. The higher wages to be obtained in such skilled employments than as mere agricultural labourers tempts many away, and induces them to qualify themselves for such employments; employment as platelayers on railways has drawn, in my knowledge, many of the most intelligent labourers. There are also instances in almost every district of some of those who have migrated becoming doctors, lawyers, or clergymen, &c.

Remedies.—In this part of Wales, agricultural depression did not begin until after 1880, and was not much felt until 1885. I never had a complaint from a tenant as to the times until 1885. It is my humble opinion that it is not in human power to suggest any practical remedies, and that the present difficulties of agriculturists are clearly traceable to causes chiefly beyond control, namely, partly to a succession of bad seasons, partly to the general stagnation and depression of almost every trade and industry in the country, but still more to the lowness of prices of all agricultural produce in comparison with the cost of production in this country, arising from foreign competition, and the large importation of agricultural produce of almost every kind from countries where the cost of production is so much less than it is in this country. It is not to be expected that agriculture in this country can compete in production with sparsely populated countries, where land can be had at almost nominal rents, almost rates and taxes free, the climate possibly more favourable, the soil more productive, even without any outlay for manures, and the cost of cultivation altogether almost infinitesimal compared with the cost in this country. While these conditions last, as they probably will beyond the present generation, I believe no real remedy can be found, or improve-

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ment expected, except what may be expected from better seasons, and the better prices which would undoubtedly follow on a general revival of trade in the country. These two desirable events would probably restore agriculture to pretty much the position it occupied before the commencement of the present depression. We must not, however, lose sight of the important factor that the undoubted increased and increasing personal expenses of the farmer and his family makes him expect, and renders it necessary for him to make larger profits than he used to do out of his farm to meet them. It has been suggested to increase the value of agricultural produce by protective duties on importation. This might have that effect, but I do not believe that in the long run it would really much improve the position of the producers in this country, and I am not in favour of any such proposition, which I consider would be in all ways a retrograde movement, and an indefensible step for a country dependent to so large an extent on foreign importation for the food of its population. Such a proposition is, in my opinion, utterly impracticable, and would, I think rightly, never be tolerated by the country for a moment. It has been suggested, specially with reference to the Welsh farmer, to improve his position by giving him (1) fixity of tenure in the land, (2) free right of sale of his tenancy, and (3) a land court to fix his rent. Well, of course, the transfer of a portion of A's property to B without any consideration will benefit B and improve his position. But apart from the gross injustice of such a change to the landowners, who, under the sanction of the law, have invested their money in the land and sunk enormous capital in it, in the improvement of it, and in making it the valuable property it is I believe such a change of system would place the vast majority of farmers, at any rate in Wales, in a far worse position than they are now. In the first place, fixity of tenure and sale of the tenancy would be gross injustice, not alone to the owner, but also to the majority of the tenant farmer class. To the owner because it would at one fell swoop give the tenant who happened by lucky accident to be in occupation just at the moment of such a change a part ownership in property to the making or acquiring of which he had never contributed anything. To the tenant farmer class because it would give such a tenant a valuable vested interest in the holding, which on all future changes of tenancy would have to be purchased at a large outlay by the incoming tenant. Therefore, there would be at once and for ever an end of all the small capital farmers, and to any hopes of the smaller tenant farmers to rise in the world by taking larger holdings, and an end to any chance for the thrifty and intelligent labourer to grow into a small farmer, as he now often does, as under such a system no man could ever take a farm without not only the necessary capital to stock and start him going in the farm, but also to buy the newly-created tenant-right of the outgoing tenant, which, as it has done in Ireland, would

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soon become a valuable property, selling, sometimes for half or even more of the actual fee simple value of the holding. In fact, an incoming tenant would practically have to buy a part ownership of the holding, instead of as now, having only to pay for what he actually gets—a substantial consideration—or need not buy at all if he thinks he can do better without. The interest of the money he would have to provide for this purpose would prove simply a huge addition to the rent, and would saddle the tenants of the future with far heavier rents than they have ever before paid, or ever will have to pay under the present system.

As to a land court to fix the rents of land, it is difficult to imagine a more iniquitous proposition, or to understand what possible argument there can be of its equity, any more than of a court to fix the rents of houses, shops, or warehouses, or the consideration for any of the other matters which are now the subject of free agreement between the parties concerned. If a land court does its work justly and honestly it will fix the rent at the utmost penny of its value for the purpose required, and in the vast majority of cases the rents should be considerably higher than they are. There will also, of course, be periodical revision of rents, for the tenant who has his rent fixed in good times will not be content to have it remain at the same figure in bad times; in the same way an owner will expect a rent fixed in bad times to be revised on a return to better times. Thus the owner and tenant will be in a constant state of *quasi* litigation, instead of the matter being amicably settled between them, as is now done, in the vast majority of cases, in a fair and liberal spirit; but when the owner has no voice in the fixing of the rent, or in the choice of the tenant he will have no interest in either the tenant or the land, and if the tenant should be overtaken by bad times, or by misfortune of any kind, he cannot expect the owner to give him any abatement of rent or to help him as he now usually does in the various misfortunes to which he is only too liable. With a land court and its accompaniments the relations between owner and tenant will be purely commercial and never be friendly. It must also be borne in mind that under such a change of system as is involved in the adoption of fixity of tenure, free sale, and a land court, the tenant will have to do all the repairs and improvements now done for him by the owner, which, if they are to be done properly and the holding maintained in a proper state, will be a further considerable addition to his rent; and that after such an utter revolution in the rights of property, and the transfer of all the most interesting incidents of ownership to the tenant, the relations between the landowner and his tenant will be simply one of business, the landowner will be only an annuitant on his property, in which he will feel no further interest than in receiving the utmost farthing of rent he can induce the land court to grant him, and which he will most certainly take away to spend in London, on the Continent, or elsewhere, instead

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of spending it largely in the district from which it is derived, as is mostly the case at present. Such a system will quickly establish a race of absentee landowners that will rival Ireland. But possibly this may not be considered of any consequence, though I venture to believe that if the tenant farmers of Wales could fully understand the nature of the suggestions for their supposed benefit, and their probable effects, they would overwhelmingly scout the idea of any such change.

Then, so far as I know the relations between landowners and tenants in general are perfectly friendly. My relations with my tenants are most decidedly friendly; a disagreement of any kind or on any subject has been of the rarest occurrence.

Expenditure on Estate.—In the 12 years 1881–92, I have spent 3,975*l.* 7*s.* 7*d.* on the repairs and improvement of the farms on the estate, excluding 430*l.* 16*s.* spent on the maintenance in repair of cottages in the village of Henllan, or an annual average of 331*l.* 5*s.* 7*d.* The property on which the larger named sum was spent produced in 1880 a rental of 2,241*l.*, and in 1892, 1,723*l.*, thus an average of 330*l.* a year, or taking the rental over 12 years, at the medium sum of 2,000*l.*, which is too much, an average of 16 per cent. of the rental was spent on repairs and improvements. I may say that this was prepared at the beginning of 1893 in view of the Commission coming here. In the year 1893 391*l.* 9*s.* 1*d.* was expended on repairs, and nearly 600*l.* have been already expended up to the 31st of August of this year, 1894. I also wish to observe that this amount does not include anything for agency, or for superintendence of any kind. That is all done by myself. Therefore the amount would be really larger if I paid for superintendence and agency work. No interest has ever been charged to any tenant on the estate for any repair or improvement of any kind, not even for draining. I give particulars of the expenditure on each holding year by year if desired. I think you have that, my Lord.

62,351. You have put that in?—Yes. I may add that I should probably have done a good deal more in the way of improvements on the estate, and have spent considerably more money on such work, had it not been for the agitation for special land legislation for Wales which might have the effect of at any rate partially confiscating any money so expended, for that would be the effect of giving the tenant fixity of tenure, or the right to sell his tenancy. It is difficult to understand upon what principles of justice or honesty it is suggested to transfer to the tenant, who perhaps only entered yesterday, or a very few years ago, a part ownership in all the capital invested in the holding by the owner and his predecessors in title in bringing the land from its original prairie state and value into its present valuable condition by reclaiming, draining, fencing, erection of buildings, and by far the greater part of the present value of the land represents the capital expended on it on

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Chairman—continued.

such works, and comparatively little the original value in its natural state, all which capital was expended by the present owners or their predecessors in title, and for which they have given valuable consideration; none of it has been expended by the present tenants or their predecessors in title, therefore it is impossible to justify a proposal to give them a part ownership in what now represents all this capital, of which they never contributed any part, and, since what I have just read was written, another stab has been given to the landed interest in the provisions of the new death duties in the recent Finance Act, which, unless I am very much mistaken, will have the effect of causing a good deal less money to be expended by landowners on the improvement of their properties in the future. It will probably have that effect in my case, and induce me to expend no more on the property than is absolutely necessary to maintain it in tenatable repair, and not to make any improvement that can be avoided. I do not feel called upon or inclined to expend money to be hereafter partially confiscated by the State, but rather to make such provision as I can to enable my successor to meet these iniquitous duties without being an absolute pauper for several years after his succession to the property. And I believe it will be presently found that a vast number of landowners will take the same course, and that the addition to the already oppressive burdens on land of these death duties will prove a most serious blow to the prosperity of agriculture, and will injuriously affect the farmers and labourers almost as much as the landowners. Then, I have some cases on the estate of families having held the same farms for generations. Three farms are now occupied by tenants whose families have occupied them at any rate since 1812, very possibly much longer, I cannot ascertain with certainty; and 10 holdings are occupied by sons, daughters, or near relatives of the previous tenant of the same holdings, and others have occupied for many years. I have particulars of a great number of holdings as to the length of time the tenants have been in occupation. I do not know whether you wish me to read them.

62,352. We will take it generally that you have got five farms, and the tenants have been there since 1812, and a great many of the tenancies have gone on from father to son?—The farms are at the present time occupied by sons and daughters, or relatives of the previous tenant, and there are many others that have occupied a considerable time. I have particulars here which I should be very pleased to read if you like to hear them.

62,353. Will you put them in?

The following are the particulars referred to:—

“1st, Cae Berllan, Llanrwst.

“The present tenant's (Hugh Hughes) family has been occupied, at any rate, since 1812, possibly long before. The present tenant is an elderly

Chairman—continued.

man, and I do not know of what generation in the holding, but I should think he must be the third, at any rate. The deaths of tenants succeeded by sons do not appear to have been always noted in my books.

“2nd, Ty Gwyn, Llanrwst.

“Thomas Williams, the present tenant, is, at any rate, the third generation of his family in the holding. They have occupied certainly since 1812, possibly much longer.

“3rd, Henfaes, Llanrwst.

“Mrs. E. Williams, the present tenant, is a widow, and succeeded her husband, whose family have been in the holding certainly since 1812, and, I believe, much longer; I cannot say how many generations they make.

“4th, Fedw, Llanrwst.

“William Williams, the present tenant, is, I believe, the third generation of his family in the holding; his grandfather was, I believe, the son of another farmer on the estate, and, I believe came into this holding in 1832.

“5th, Pentre Isaf or Fridd Margaret, Llannefydd.

“A very small holding. Mrs. Davies, the present tenant, is a widow, and succeeded her husband, whose father had occupied since 1833. I am not very certain whether he was not a relative of a previous tenant, Anthony Hops, who had occupied many years.

“6th, Tan y Fynwent (land), Henllan.

“Robert Jones, the late tenant, who died last year, succeeded his father (about 1859), who had occupied since 1834. The late tenant's widow died a few months after her husband, leaving only daughters, who did not wish to continue holding this land, and it is now in hand.

“7th, Merllyn, Llannefydd (land only).

“This holding was occupied as a separate tenancy by the tenants of the above from 1837, the date of its purchase by my father, and the same circumstances apply. The holding is now in hand, as I intended building a house on it, after which it would be again let, but I postponed the work owing to threatened legislation of a confiscatory nature, and the new death duties will possibly lead to my abandoning the intention.

“8th, Bryn Isaf, Llannefydd.

“John Jones, the present tenant, is the son of the tenant found in occupation when the farm was purchased by my father in 1848, and I believe he, or rather his wife's family, had been there long before.

“9th, Tyn y Caeau, Llannefydd.

“Edward Pierce, the present tenant, succeeded his father, who was found in occupation when

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my father purchased the farm in 1848, and had, I believe, been there some years.

"10th, Tanllan, Llanfeydd.

"William Jones, the present tenant's grandfather, became tenant in 1849 (the previous tenant having removed to a larger farm). He was succeeded by his son, and on his death a few years ago, the widow and son became tenants. The widow is carrying on a very much larger farm on an adjoining estate, leaving the son in my farm, so he is the third generation of his family in the holding.

"11th, Llwyngronwy, Llanrwst.

"Morris and William Roberts, the present tenants, succeeded their father (on his death), who became tenant in 1849.

"12th, Pen y Banc, Henllan (a very small holding).

"Anne Jones, the present tenant, is the widow of the tenant found in occupation when my father purchased the holding in 1856.

"13th, Tan y Bryn, Henllan.

"John Roberts, the present tenant, married the daughter of the late tenant, who was succeeded by his widow on his death some years ago, and on her death a few years ago the daughter succeeded and married present tenant.

"14th, Ty Coch, Henllan.

"Mrs. Jones, the present tenant, is niece of the previous tenant, who had occupied since 1864. She became tenant at his request (about 16 years ago) on account of his failing health, and he still resides with her on the holding. He has died since this was written.

"15th, Hobbwrn, Henllan.

"William and Edward Evans, the present tenants, are sons of the late tenant, who was found in occupation when my father purchased the farm in 1866, and he had, I believe, been there some years.

"N.B.—Besides the foregoing there are several tenants on the estate who have occupied their holdings from 12 to 20 years, and the latest change of tenancy was in 1886."

62,354. We will take it from you that your relations with your tenantry are as friendly as possible?—Oh, yes. Then I have here some supplemental evidence—as to evictions and notices to quit. There has never been a case of eviction on this estate. Notice to quit has never been given for any other reason than the non-payment of rent, and for that reason, only in probably less than half a dozen instances, during the last 20 or 25 years, and none now for some years, and was only carried out in one or two cases, the notices being withdrawn in the others, the tenants being allowed considerable time to pay, in some cases spread over years, and some never paid at all. There has not been an instance, at any rate for a good many years, of a tenant being sold up under a distress for rent on the estate.

Chairman—continued.

Success or non-success of Tenant-farmers.

—In dealing with this question it must be borne in mind that a large majority of, at any rate, the smaller class of tenant farmers in Wales (or this part of Wales whatever), as a rule, commence business with little or no capital at all, often actually heavily in debt, and with very insufficient stock and plant. Farming would appear to be the only business which a man thinks he can enter upon entirely without capital, and that he is entitled to complain if the venture does not turn out successful. For all this, in the good times before the present depression commenced, many of them did wonderfully well, and men who had begun in this way worked themselves into larger farms and got on in the world, and tenant farmers generally admitted to being prosperous. Of course there were several years during which live stock commanded what must be considered almost artificially high prices, which no reasonable and intelligent man for a moment expected to last, but if it were possible to compare the prices of live-stock in recent years and at present with those of 50 years ago, which I do not believe can be done with any approach to reliability, I question very much whether it would not be found that present prices, low as they are, or even the lowest prices touched during the last seven years, are not only quite as high but even higher. The market prices of butchers' meat must surely bear some relation to the price of live-stock, and I take it there is no doubt but that the prices of butchers' meat is 25 per cent. at least higher than it ever was at any time previous to 25 or 30 years ago, or possibly later, and I believe it would be found that corn, principally wheat, is the only farm produce selling at lower prices now than during the period named.

Tenant-right.—Nothing in the shape of tenant-right exists or ever has existed on this estate, or, to the best of my belief, on any estate in the district, or in the country at all; nor have I or any previous owner of any part of this estate ever recognised or been party or privy to any payment by an incoming to an outgoing tenant for anything in the nature of tenant right, or goodwill, or otherwise at all than for substantial consideration and actual value received. An incoming tenant frequently buys stock or plant of some kind from the outgoing tenant. It is also the custom in many cases for the outgoing tenant in the last year of his tenancy to sow wheat before the land has left his possession, of which wheat he is entitled to a certain share, regulated by custom or agreement, according to the circumstances and condition of the land so sown. The incoming tenant frequently buys this share of the outgoing tenant, so as to have the entire management of the crop. It is also the custom, and on this estate confirmed by the agreements, and I believe generally, for the incoming tenant to pay the outgoing tenant for any grass or clover seeds properly sown by him on the holding in the spring preceding the termination of the tenancy. The outgoing tenant has also by custom (on this estate confirmed by the

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agreements) the use of the dwelling-house and buildings (subject to stable accommodation for the incoming tenant), and of one pasture field, called a boozey pasture, until the 1st of May following the termination of the tenancy of the land, to enable him to consume the produce on the holding. Frequently the incoming tenant buys the stock and remaining produce, or, for other reasons, he and the outgoing tenant come to arrangements for the incoming tenant to take earlier possession of the buildings and boozey pasture, or, perhaps, of the dwelling-house also. In which case, of course, the outgoing tenant receives some consideration from the incoming one, but these matters are not tenant right, but merely matters of arrangement for the mutual convenience of the parties, and may be so arranged on one change of tenancy, and not on another of the same holding; they are not obligatory on either party; and the landowner is not a party to the transaction at all, though, of course, his consent is asked. These are, and from time immemorial have been, the only matters for which an outgoing tenant has any claim for payment, or that can be made to bear even a remote semblance to tenant right; except, of course, claims under the Agricultural Holdings Act, 1883, but so far as this estate is concerned, inasmuch, as I have already stated, the tenants never do make any improvements of any kind, of course they never can have any claim under that Act, except some, perhaps, in the matter of manures and feeding stuffs.

I attribute the falling off in the general management of farms, among the smaller class of farmers to which I have referred in the earlier part of my evidence, in some degree, and not a very small one, to the indiscriminate and injudicious use of so-called artificial manures, many of the farmers now instead of employing the labour they used to do on their farms, spend every penny they can (after their undoubted increased personal expenditure) on so-called artificial manures. With many the one idea of farming seems now to be the use of some kind of so-called artificial manure, regardless of its quality or suitability for the crop, or the circumstances under which it is used, and only too often to the almost entire neglect of all the other proper and necessary cultivation of the land, and I hold a very strong belief that this system has largely tended to impoverish both the farmer and the land; much of this so-called artificial manure is either altogether worthless stuff, or utterly unsuitable, under the circumstances used, in many cases only used to force a crop out of dirty, half cultivated land, which it leaves more exhausted and difficult to manage than it was before, but the agricultural districts are so overstocked with the agents for the sale of manures, good and bad, both amongst the farmers themselves and other tradesmen, that it is almost impossible for the farmers to escape their importunities, or from feeling almost obliged to give some of them an order for it. It must not be understood for a moment that I am contending against the proper use of and great

Chairman—continued.

value and assistance of good and suitable artificial manures properly applied and suitable to the circumstances. That I fully recognise, but it is my firm belief, and I think the opinion is gaining ground, that if during the last 15 years or so the farmers had spent as they used to do, on labour and lime, some of the money they have in later days spent on artificial manures, many of them would be now far better off than they are, and the lands they farm in better heart and condition, and in a more productive state.

Then I have heard one or two questions being asked when I happened to be present in your court with regard to the position of workmen's cottages. I should just like to say one word upon that point, and then I have done.

62,355. Yes?—I think the provision of workmen's cottages near the place of their employment very desirable, and to be encouraged, though my experience is that the workmen much prefer, and will insist if they can, on living in the villages and towns around, wherever possible, even at the inconvenience of having to walk a considerable distance daily to their work. But the question is, how are cottages adjoining the farms where the men are employed to be erected. In many cases all building materials have to be brought long distances, and the erection of cottages would cost far more money than any farmer, or working man could afford to pay interest for as rent, and the majority of landowners cannot afford to build them at a loss. A landowner, like everyone else, wants to live, and has to educate his family and start them in life, and has not the money at command to build cottages. Of course there is no difficulty in the case of those large estate owners, who, after providing for all necessary expenses, and perhaps some others, have a good surplus income left, and I believe such owners have done very much in this way, and perhaps on most large estates there is ample provision of workmen's cottages, but it is impossible for the smaller owners who, like myself, are already living carefully, and spending every penny they can afford (and in some cases more) on the maintenance of their property in tenantable repair. I think some good might arise from such a provision as has been suggested, for the State to lend landowners money at a low rate of interest, to make permanent improvements on their properties, and I have a very strong belief that unless some such provision is made, not near so many workmen's cottages will be built, or other permanent improvements made on landed estates hereafter. Landowners will not now be nearly so ready as they have been to spend money on improvements which will add to the future value for the death duties; but where they have borrowed money for such improvements it will remain a charge on the estate, and I presume will be deducted, like other debts, in estimating the death duties. There is one statement here which I have neglected to hand in, and which I wish to hand in now. (*The witness handed in a statement.*)

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62,356. What is this?—I have referred to it, but I omitted to hand it in. That shows the rent received and the expenditure in outgoings in the last 12 years.

62,357. We are much obliged to you for your statement. There is one question I should like to ask you; I understand you to say that the relations between yourself and your tenants are as friendly as possible?—Certainly.

62,358. You have never had any trouble with the tenants, and they have been on the estate for a very considerable time?—I have never as a rule had any trouble. Of course I cannot go so far as to say I have never had any. There are one or two cases which I alluded to where notice was given for non-payment of rent some years ago.

62,359. They are yearly tenants?—They are yearly tenants.

62,360. There are no leases?—There are no leases now. I mentioned there had been a lease which the tenant did not wish to renew.

62,361. I understood you to say they were quite satisfied under the yearly tenancies?—I never received any complaint.

62,362. You used an expression which struck me; you said, they are masters of the situation?—I consider the tenants are certainly masters of the situation.

62,363. Do you mean on your own estate, or generally?—Generally, I think. My observation is that it is impossible for a landowner to let a tenancy now upon any unreasonable terms, either as to rent or as to conditions. If he wants to do so he simply will not get a tenant, that is all.

62,364. You would say that the Welsh tenants at the present moment are the masters of the situation?—I consider them so certainly.

62,365. Have you followed the evidence given before this Commission at all?—Yes, I have.

62,366. Were you at the sitting yesterday?—I was at a part of it.

62,367. You were not present towards the end?—I left a little after four, between four and half-past.

62,368. Did you hear Mr. Thomas Hughes give his evidence?—I did not, my Lord.

62,369. I will just run quickly through it. Mr. Thomas Hughes about 50 years ago took a farm under Sir Watkin W. Wynn. He was there for 16 years. He went to a good deal of expense in draining and so forth. This is his own statement, and of course, I take his statement as he gave it to us. Then he says the farm was ultimately sold by Sir Watkin, and he did not receive any compensation for all the improvements he had made. He then took a farm on the estate of Mr. Lloyd, of Palé, Llandderfel. This farm was in a bad state when he took it. He occupied this farm for eight or nine years, working hard and assisted by his wife and children. He went to a good deal of expense and so on. The farm was then put up, and Mr. Price, of Rhiwlâs, bought it, and

Chairman—continued.

he, Mr. Thomas Hughes, was refused the letting of this farm to him, and he failed to get any compensation. That was his second experience. He did not ask for any compensation, but he got none as appears by his answers to the questions which Lord Kenyon put to him afterwards about that. That was his second experience. He then took a farm under Mr. George Ashley, and that he had for 23 years. He went to some expense, according to his own account, and he told his landlord that he must leave unless the stable was put in repair. This was refused, and he stated that if this tenant did not give up the place he would get notice to quit. He received notice to quit, and before he received notice his statement is that the farm had been let to a neighbour. A few years before he left he laid down, according to his own statement, 3,000 pipes for drainage, and he never was in arrears during the whole time that he occupied the farm. These were that man's three experiences as he told us of them himself late last night. Would you consider him to be master of the situation?—No, but I consider that to be a very exceptional case. There is no rule without any exception, and as I said before in my evidence, there are black sheep in every flock, there are black sheep amongst farmers, and I have no doubt the landlords are not without a black sheep amongst them occasionally.

62,370. Would you consider that an exceptional case?—I should, my Lord, certainly.

62,371. But have you followed the evidence that we have had during these 70 odd sittings in the Principality?—I cannot say that I have read it all.

62,372. You have not followed it carefully?—It is almost impossible to read it all. I have read it here and there.

62,373. But you consider that to be an exceptional case?—If you ask my opinion as to the evidence, I am bound to say that I consider a great deal of the evidence you have had is perfectly valueless. The evidence is not given upon oath and there is no proper cross examination upon it, nor is it tested in any way; therefore I consider the evidence is valueless.

62,374. I ask you, you would consider that an extraordinary case?—The case as spoken of by the man I should say is a very hard one, but I venture to think it is a very exceptional one if it is correct.

62,375. Did you ever hear the account which Mr. Pochin, of Bodnant, gave of his estate?—I do not think I read more than the newspaper summary.

62,376. I think it was mentioned in the newspaper account he had his estate for 20 years, he had 25 tenants and in those 20 years he lost 21 of them?—I should like to make one remark, and that is that you are dealing with districts now entirely unknown to me. I am speaking from my experience and observation in my own district.

62,377. I understand that is so?—I know nothing whatever about the districts which have been mentioned by other people.

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62,378. Would you like to qualify the general opinion which you have expressed?—I do not wish to withdraw anything. I speak from my general observation. I do not see it is my business to express an opinion upon the evidence given by other parties. I have given evidence in accordance with my own observation and experience.

62,379. Quite so. I only want to know whether you adhere to your statement that Welsh tenant farmers under yearly agreements are, in your opinion, masters of the situation?—I stick most unhesitatingly to it. That is my observation and experience.

Lord Kenyon.

62,380. I see you have handed in a return of the cropping of every field on your estate?—On a portion of the estate—all except the parish of Llanrwst.

62,381. It is of every farm anyhow, 12 farms?—Yes, I hand this in, I should like to explain, for the purpose of showing that the tenants have not been restricted in any way as to their cultivation; they have been practically allowed to cultivate as they like.

62,382. Do the tenants give you these returns?—No.

62,383. You get them yourself?—I have taken them myself.

62,384. It entails a considerable amount of trouble, does it not?—It is very easily done. I am always about the place, and it is done by merely carrying a penny memorandum book in one's pocket.

62,385. You have done it by walking about the place constantly?—Yes, I may say it is done entirely by my own observation made in walking about.

62,386. You take great interest in the cultivation of your estate?—I do. I take great interest in all particulars connected with it. I have devoted myself to it.

62,387. There is one other thing I notice, you have handed in a statement of rent and other items. One thing I notice here is that the rates and taxes paid by the tenant have considerably decreased?—The amounts actually paid in 1892 are considerably less than in 1880.

62,388. For instance, here is the case of one who paid 29*l.* 11*s.* in 1880, and in 1892 he paid 19*l.* 6*s.*, and in some cases there are bigger reductions still. In many cases we have heard of rates being very much increased, and it is satisfactory to find that there is any decrease. Another thing I notice in your agreement is that you have a clause that the Agricultural Holdings Act, 1875, is to apply?—Of course that agreement is, as you see, an old one. That, as I explained, is only used as a draft now. It is adapted to modern circumstances in every particular, matters are struck out and altered, and then when it is agreed to, it is re-written out and signed.

62,389. So that you did take advantage of the 1875 Agricultural Holdings Act?—I think it is excluded there, is it not, my Lord.

Lord Kenyon—continued.

62,390. You took advantage of it with regard to the arbitration?—Yes, with regard to the arbitration. Of course we now substitute the reference to the Act of 1883 instead of the Act of 1875 in the modern ones.

Mr. Griffiths.

62,391. I think you mentioned in your statement that many of the tenants have to go backing bills at banks?—Yes.

62,392. Is it that they are short of money?—I should presume so. I suppose a man does not, as a rule, borrow money and pay interest for it if he can do without it.

62,393. Does that show that the times are very depressed at present?—I do not think it has ever been otherwise.

62,394. Have they always been in the habit of going to the bank?—Yes, to a great extent. I put it down to a different reason; I put it down to the fact, as I stated, that so many farmers commence business upon nothing but borrowed capital.

62,395. Do you think a landlord is justified in taking such a tenant?—How is he to find out?

62,396. Is it not a false policy to take a man on without any capital?—How can you find out? I should be glad to be instructed how to ascertain that. When a man applies for a farm, he does not usually tell one that he has so many bills standing about, or in the bank, with his name on.

62,397. That is true enough, but still you can find out whether he has capital enough to go on with the farm himself?—I should be very glad to have instruction how to find that out. I am sorry to say I have failed to discover it in many cases.

62,398. Is it not the case if you go to, take a farm in England?—I have no experience of taking farms in England.

62,399. You have to show that you have sufficient capital before you can take a farm. Why should it not be the case in Wales?—I do not think it is the practice of applicants for farms in Wales actually to give any proof that they have sufficient capital; they expect you to take their word, or the word of a neighbour, or something of that sort, and the neighbour is as often, perhaps, deceived as yourself.

62,400. You say that the tenants had abatements which practically ended in a reduction of rent?—Quite so.

62,401. Did they have the rates reduced in consequence?—When they became permanent reductions of rent, they had their rates reduced as well, of course.

62,402. You gave them their receipts, then, as permanent reductions to take to the Assessment Committee?—Yes, and whenever they asked me for it, which was in a good many cases, I gave them a certificate of what the rent was, to take to the Assessment Committee.

62,403. Is it an advantage to a tenant to pay his rent only once a year?—Many of them think it is so, but I must not be misunderstood upon

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that point. They do not now only pay once a year. Once a year is the only time that we receive it on the fixed day. They are supposed to pay twice a year, but very few pay on the day named. There is no rent audit held, and they come and pay when it is convenient. The 27th of May is the nominal day, but many, in fact, I may say, have not paid yet this year the rent of the 25th of March, which, as I say, is paid nominally on the 27th of May.

62,404. It is only in the case of the tenant not paying his half-year's rent that you give him an extension of one year?—There is no question of paying half-yearly at all, but a tenant comes to me and says, "It is not convenient now for me to pay it; will you wait till September for it?"

62,405. I should think it is often a great convenience to a tenant to do that?—It is often a very great convenience.

62,406. Especially where he has laid out so much money for fodder and so on, it is a great convenience to have some money to go on to buy cattle with if he wishes?—I should say it is a very great convenience, and I am glad to say that in almost every case I am able to do it.

62,407. Am I to understand you to say that you are opposed to the use of artificial manure?—By no means. I thought I qualified that in the last part of my answer.

62,408. I have not been here during the whole of your evidence?—If the latter part of my answer be referred to, it will clearly show that I have not said that.

62,409. Is it not a fact that farmers have used artificial manure?—I am a strong advocate for the use of artificial manure if it is properly used, but what I am opposed to is putting anything that is offered to them, without any proof that it is of any value at all, into dirty, filthy land that it is of no possible use for.

62,410. Do you farm yourself?—Very little. I have over 100 acres of land in my holding.

62,411. How often do you lime your land?—We do not require a great deal. We are on the lime rock.

62,412. I thought you advocated the use by tenants of lime instead of other artificial manures?—Yes, but you asked me about my own land, and I say that that is on the lime, and it does not require so much lime as other land might; it is mostly pasture land.

62,413. Do the tenants use lime?—They used to use a great deal, but they do not of late years, and I think they used to get on better when they used it.

62,414. It is rather expensive to use lime now, is it not?—Yes, but that depends a good deal; of course it depends on the localities. There are some localities where the lime is a long way off, and it is almost impossible to use it.

62,415. With regard to workmen's cottages, are there plenty on the estate which you represent?—I do not think that there is any

Mr. Griffiths—continued.

scarcity of them about there. A great many of the workmen employed round about me live in the village. There is a village near there. The cottages, I daresay, belong to 20 different people, or possibly more than that.

62,416. When you have a farm to let, have you many applications?—I have had so very few to let. I have not had a farm to let for years. I have only had two changes of tenancy in the last 10 years.

62,417. How is it generally about the neighbourhood? Do you not hear whether there are many applications?—I think there are a fair number of applicants for farms of a certain size; I think there are very few applicants for a farm of a large size—that is, very few suitable ones—of course, there will always be a number of people who ask for farms, and who are not at all suitable to take them.

62,418. Do you keep the sporting rights in your own hands on your own farms—the shooting over the farms?—The sporting rates in those cases where it is over a tenant's farm are paid by him and brought to me, and allowed always. The owner cannot legally pay the sporting rate over a farm that is let to a tenant. If he lets the shooting to another—to a sporting tenant—then he can be assessed separately for the rate, but he cannot if he lets the agricultural holding to a tenant, and keeps the shooting himself. Then the Assessment Committee gives a certificate of the increase put on for such a thing. That he brings me and I allow it.

Lord Kenyon.

62,419. Mr. Griffiths asks not about the rate, but about the right?—I beg your pardon, I thought you asked about sporting rates.

Mr. Griffiths.

62,420. No. Do you shoot over your own farms?—Yes. I do over those that I reserve the right over, but over several, as I stated, I do not reserve the right—the tenants have the right.

62,421. Do you purchase the sporting rights over other farms?—I rent the sporting right over some other farms in the neighbourhood.

62,422. I was going to ask you if that is the case, do you have any agreement with the gentleman you take the sporting right of?—Not as a rule.

62,423. I think it is only right on the tenant's part to see the agreements produced. We have not had one yet, but I think it is right that we should have them. From what I hear in the evidence every day as we go along, of the way they suffer, I think it is full time that we should see what are the rights given to the sporting tenant?—I take it they are very simple—the rights to shoot over the land instead of the owner.

62,424. Do you ever go into the standing corn to shoot, as we heard yesterday?—No, we never do that.

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62,425. Do you ever trample the corn?—Trample the corn down, do you mean?

62,426. Yes?—I never trample upon it, because, as I do not go into it, how can I trample upon it?

62,427. Or your keeper?—I never heard of any complaint of his doing so.

62,428. Do you know a place called Bryn-coceyn?—Yes, I do.

62,429. Do you exercise the sporting right over that farm?—I do. It is not a farm of mine; the farm does not belong to me.

62,430. So I understand, but you pay for the sporting right upon it?—I do.

62,431. Do you remember on any occasion that there was a complaint made of your trampling upon the corn there?—No, never. The man complained to me about the rabbits on the place, though he had a right to kill them himself, and I sent my men there to kill them, and he promptly ordered them off, so that we did not trouble him again—we left it to him.

62,432. Is not the tenant allowed to kill the rabbits himself?—Yes, certainly; but he complained to me that there were more rabbits than he wanted there, and he wished them killed. I could not see them, but I sent the men to kill them, and he ordered them away again. Of course, I was very glad, because I did not want the trouble of killing them; but I preferred his killing them himself.

62,433. Do you remember on any occasion whether there was much damage done to a field of wheat of this tenant?—By rabbits?

62,434. No, not by rabbits; by going round there to shoot the game?—No, I do not. He complained once of damage to his corn by rabbits, and my reply was, "Then why did you not kill them?"

62,435. Do you not remember that at one time Mr. Foulkes' attention was called to the damage done by the game?—There was this question of the rabbits that I referred to. He complained about damage being done to the corn by rabbits, which, as he had the power of killing them himself, I did not want to interfere about. He invariably stopped us killing them, he said he preferred killing them himself, and I left him to do so. I was very glad that he should do it.

62,436. We will hear further about this case later; the tenant is coming forward to give evidence with regard to it?—Very good.

Mr. Grove.

62,437. Have you had any claims or notices under the Agricultural Holdings Act?—No.

62,438. Do you think that your tenants are acquainted with the provisions of that Act?—I think so.

62,439. You say the actual rates were rather less in 1892 than they had been previously?—I say the actual amounts paid by the tenants for rates in 1892 were less than those paid in 1880.

Mr. Grove—continued.

62,440. Does that arise from an increase in the rateable value of the union, or from a decrease in expenditure, do you think?—I really cannot tell you that.

62,441. I think you have said that a great deal of the artificial manures used are of very inferior quality?—I believe so.

62,442. Do you know the provisions of the Fertilisers and Feeding Stuffs Act?—Yes.

62,443. So far as you know, do the farmers take advantage of that, and send samples for analysis?—That Act has been enacted so recently that it is scarcely generally known in the neighbourhood yet, I believe. It was only enacted last year, I think, if I remember rightly.

62,444. Do the farmers' clubs or societies issue leaflets to the farmers in the district giving them information with regard to the Act?—I think so. They have the matter in hand.

62,445. You speak about the high price of meat. That is still at a good price?—Butchers' meat is, I think. I think every householder knows that.

62,446. Do you think the farmer gets a fair proportion of the high price?—No, I am afraid he does not.

62,447. Where does it go to?—Into the middleman's pocket.

62,448. Could not there be some co-operation among the farmers to try and better that condition of things?—Yes, I should think so. I have often thought that it is a thing which is very much wanted—that the producer should be able to put his produce into the market without the intervention of the middleman to so great an extent.

62,449. I think you have said in your evidence that there is great depression in agriculture at the present time?—Undoubtedly there is.

Professor Rhys.

62,450. I understood you to say that the small freeholders are much worse off than the tenant farmers?—That is my experience of the cases that I know of, judging from appearances. Of course I do not pretend to know their personal affairs, but judging from looking at the state of their farms and buildings, and so on, that is the conclusion I come to.

62,451. But to what do you ascribe that?—To the heavy interest they have to pay on their mortgages.

62,452. Have they all bought their land in comparatively recent times?—No, I do not think any of them have bought in recent times. I think all of them have bought either years ago or have inherited them, in the cases which I have in view.

62,453. How have they come to mortgage them so heavily?—I do not know. I should say want of money is the cause, want of success in their farms, or money expended for the purpose of starting and helping their families on. I cannot say what the reason is, but I think in almost every case the freeholder has a heavy mortgage on his property.

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Mr. W. D. W. GRIFFITH.

[Continued.]

Professor Rhys—continued.

62,454. We have heard different opinions on that question?—Yes, I am aware you have.

62,455. But that is your opinion of the state of small freeholders in this district?—That is my opinion, having in mind those cases that I know of.

62,456. Then you say in the vast majority of cases the rents should be higher than they are. I do not know after the qualification you gave to the Chairman just now in your answers to what district you referred exactly, but I understood you to say that the vast majority of rents should be higher than they are?—I am not aware of having said so. I do not know what question that was in answer to. I am not aware of having said that, and I do not know in reply to what question you mean.

62,457. It may be my mistake?—I do not think I said so.

62,458. You say that the majority of farmers have no capital?—That is my belief.

62,459. How do they start farming?—On borrowed capital, as a rule.

62,460. Are labourers and servants sometimes able to collect money enough to become small farmers?—Oh, yes. I have a tenant holding one of my largest farms at the present moment, who I remember not so very many years ago was a labourer on an adjoining farm.

62,461. I understood you to say (perhaps this is a mistake also) that there was sometimes inquiry made of the landlord as to the state of solvency of his tenants?—I take it every landlord tries to inquire as to that, if he can, before he accepts the tenant.

62,462. No, that is not what I meant. I mean that the landlord was sometimes asked by tradespeople as to the pecuniary conditions of the tenants?—No, what I said was that tradespeople had it in their power to inquire as to that if they chose to do so. I never heard any instance of its being done.

62,463. Of inquiring of the landlord?—I said he had it in his power to do so if he wished to do so. My contention was that it was impossible for the landlord to find out what debts the tenants had, but that it was possible for anyone dealing with him to ascertain whether he was in arrear of rent with his landlord or not. That is what I stated.

62,464. Would the inquirer always get answers to his questions?—That I cannot say.

62,465. That would be putting the landlord into rather a delicate position, would it not?—I offer no opinion upon that. I merely point it out.

62,466. But do you think that would work?—I offer no opinion whatever. I merely point out that it is in the power of another creditor of the tenant to make inquiries as to his solvency, which the landowner cannot do.

62,467. Yes, but it seems to me very doubtful whether that power is worth anything. I should think that a landlord would be incurring serious responsibilities if he gave information to every

Professor Rhys—continued.

tradesman who liked to inquire with regard to the condition of his tenants' financial affairs?—I fancy there is very little difficulty in anyone who deals with a tenant ascertaining whether he is much in arrear with his landlord or not.

62,468. But as a landlord yourself, I suspect you would find it rather a delicate matter to do that?—Possibly. It will be quite soon enough to decide that when it is done, I think, which perhaps will be never.

62,469. Then you suggest that the tenants do not see anything of the game on your estate. What do you do with it? Do you sell it?—I am not aware that I said anything of the kind.

62,470. You did?—I said that they never see anything of the bulk of the pheasants—the few pheasants that I have are chiefly in the covers and shrubberies around my own house.

Chairman.

62,471. Those were your exact words. Perhaps you would like to explain them. I remember those words being used by you?—Perhaps they might be read out again from my evidence.

62,472. You had better explain, I think.

Professor Rhys.

62,473. I do not want them read out; as you have explained what it means, that is all I want. Have you a copy of your agreement?—I have handed one up.

62,474. Is that any good? I see that it reserves the ground game at all times, and things of that sort? What is the use of sending that up to us? Have you no later agreement? I should like to see what your agreement is that is in actual use now?—I handed that up as the one originally adopted. They are modified in a number of cases. If you wish to see some of the later ones I should be delighted to let you have them.

62,475. Certainly; this is simply misleading?—I will let you have them with great pleasure.

62,476. The Ground Game Act is contravened in this copy of your agreement. Then in your actual agreements you do not have that clause, I take it?—Here are samples of later ones. Some have been used for pasture land only. The ones marked "P" are for pasture land only, and there are notes on them explaining them. I will hand in these, and I will also hand in with them a draft of the agreement which is intended to be used for the future.

62,477. You can tell me whether you have that clause in or not?—Which clause?

62,478. The clause reserving the ground game?—Of course I have not, because it would be illegal if I had. That has never been put in since the Ground Game Act was passed. It would be illegal, of course.

Mr. Grove.

62,479. But it was in the copy you handed in?—I have explained that.

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[Continued.]

Professor Rhys.

62,480. As a matter of fact, your tenant shoots the ground game himself?—He kills them in any way he thinks proper. The more he kills them the better I am pleased.

62,481. You do not know whether, as a matter of fact, he does it or not?—Yes, I believe in every case he does. I am not aware of any case in which he does not.

Chairman.

62,482. This is the proposed agreement, I understand?—Yes, that is what I propose to have. That agreement has not been actually signed by any tenant.

62,483. But this is what you propose to have?—Yes, that is a draft of it. Perhaps there will be further modifications in it, but the modifications will be with the view of decreasing the restrictive clauses, and not increasing them.

62,484. This is your Ground Game clause: "All game, hares, rabbits, wild fowl, and fish, in or upon the holding, are reserved exclusively to the landlord with the exclusive right"—and then there is put in: "except as provided in the Ground Game Act, 1880"?—That is so, and you will find that to be the case in every one of the agreements used since the Ground Game Act was passed.

62,485. This is what you propose to put in lieu of the old agreement?—There are explanatory notes on those agreements which I have handed in, explaining what they are on each of them.

62,486. There are two or three questions which I have to trouble you with, handed in by Mr. Vincent and Mr. Llewellyn Jones. Mr. Vincent wishes to know: "Your farm is on limestone, is it not?"—When I spoke of the farm being on lime I spoke of where I live myself. My farms are scattered here and there and everywhere; the bulk of them are not on limestone.

62,487. "Your tenants' farms, for the most part, are on some other rock, are they not?"—Yes, the blue stone formation, the bulk of them.

62,488. "Does that account for your suggestion that the tenants might use more lime to advantage, whereas you do not want it?"—I think that is a reason; but that was not my reason; that was not what I had in view. What I had in view was that in my own experience in years gone by they did use more lime than they do now, and I think that the farms looked better then.

62,489. The following questions are put by Mr. Llewellyn Jones: "Have you a farm called Tywysog on your estate?"—Yes.

62,490. "Is the present tenant about to leave?"—I really cannot tell you. He gave notice, but he has spread it about that he does not intend leaving—that he does not want to leave—and he has thereby prevented any applicants applying for the farm.

62,491. Then you cannot answer that question. He has given notice, but you do not

Chairman—continued.

know whether he is going to leave or not?—Of course, I must take it that he means what he says, and that he does intend to leave, but I have recently heard from others that he has stated that he does not wish to leave.

62,492. But we must take it one way or the other, yes or no; is the present tenant about to leave. He has given notice to quit?—He has given notice to quit.

62,493. Then we must take it that the answer is yes?—Yes.

62,494. Mr. Llewellyn Jones's questions continued, "How many tenants have there been on this farm in the last 20 or 25 years?"—I should state, to begin with, that Tywysog was purchased by my father in 1866, and was then occupied by an old gentleman who had been there a good many years. He did not wish to go on with it, and he gave up the farm and took with the aid of his son-in-law a smaller place on the property, where he spent the rest of his days. The farm was then let to a new tenant, who remained there till 1877. Then it was let in 1877 to two other tenants, two brothers, who ought never to have had it. It is a large farm of 270 acres, and they never did a bit of good from the day they went there. They were a couple of lazy, worthless fellows; they never stayed on their farm at all; they were always rambling about, and never cultivated the farm, but they neglected everything and allowed everything to get into a mess, and they had to give it up, as is thoroughly well known in the district. Then it was unfortunately let after that—that farm has had several tenants, there is no doubt.

62,495. How many tenants have there been on this farm for the last 25 years. You can easily add them up, it will not take you a moment?—There have been three, I think.

Mr. Llewellyn Jones: I will take it how many have there been from 1866.

Chairman.

62,496. How many tenants have there been on the farm since 1866, since you bought it?—I think it is four. Anyhow the present tenant has occupied it since 1880.

62,497. But that is not an answer to the question; the question is: "How many tenants have there been on this farm since 1866?"—I think it is four, including the present one. I have not a note of them all. I think it is four, including the present tenant, so far as I can remember.

62,498. Questions by Mr. Llewellyn Jones continued: "If the preferential claim for rent did not exist, do you not think that landlords would be more careful not to take tenants without capital?"—They would be more careful not to take them without security for their rent in some way, but I think they are as anxious to find out whether the tenants have capital now as they would be under any circumstances. These tenants who have been referred to on this farm failed for the simple reason that

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[Continued.]

Chairman—continued.

they went there without any capital. They had no right to go. Two of them were tenants who were doing moderately well on a smaller farm on the estate, and if one of them had stuck to it he would have done well.

62,499. The answer to that question is yes, is it not. "Do you not think landlords would be more careful not to take tenants without capital?"—I do not think it would make any difference.

62,500. "Does not the preferential claim lead to tenants without capital taking farms?"—I do not think so.

62,501. "Does it not make landlords more reckless in the selection of tenants?"—Certainly not.

62,502. "Have you got a farm called Y Fach, in the parish of Llanefydd?"—Yes.

62,503. "Was a former tenant of this farm called David Williams?"—There was a former tenant called David Williams, but I am trying to find whether I have any note in my book here of it. (*The witness searched in book.*) Yes, I believe there was a tenant of a farm of that name, but it was before my time.

62,504. He was before your time. "Do you know whether he is still alive?"—I believe he is, at least, I have never heard of his death.

62,505. "Did he take a prominent part in the General Election of 1868?"—I really cannot tell you. I know nothing about it. I do not recollect whether he did or not.

62,506. "Can you say whether he received notice to quit?"—No, I cannot, he left before my time.

62,507. That was before your occupation of the estate?—I think I may say this, he did not receive notice to quit, that is my impression, until long after 1868. In fact it was not until the spring of 1875 that he left the farm, about seven years after the election took place. I remember often hearing my father talk of him. I know why he received notice to quit well enough. It was because he got into most hopeless confusion there, and could not pay his way.

Mr. Griffiths.

62,508. One more question: What is the reason that this tenant is going to leave?—That is exactly the question I have asked him and he has never told me. You are referring to the tenant of Tywysog, are you not?

62,509. Yes, the tenant you are speaking of now with regard to his leaving?—That is exactly the question I have asked him, and I have never received any reply to it.

62,510. Has he ever asked you for any reduction in rent?—No, never. He wrote me a note about November last to say he was afraid he would have to give up the farm this year, and he eventually gave notice. I asked him once or twice when I saw him what his reasons were. The only reasons he gave were that he was tired of farming, it did not pay, and he thought if he continued farming he should take a smaller farm. He also told me of other family reasons which I do not consider I am at liberty to mention, but

Mr. Griffiths—continued.

he finished up by adding that it was nothing against me or against the farm. But since that I hear he has told others and spread it about—I do not know whether I am right in saying what I have heard—that he did not wish to leave, and that he had given notice for the purpose of making better terms with me, and therefore stopped applicants for the farm, but he has never opened any negotiations with me with the view of making better terms.

62,511. Did you not tell us just now that you had no changes on your estate, and you have admitted now four changes in that one farm?—No, please do not make me say what I did not say. Please refer to what I did say, and let it be read out.

Chairman.

62,511A. We have here the statement which you made in the beginning of your evidence, and I will ask the Secretary to read the portion referring to this matter.

(*Secretary.*) The question is: "Have changes in tenancy become more or less frequent than in former years? If more frequent, to what causes are they attributable?" The statement is: "No. In my experience, and so far as my observation goes, I do not think there is much difference on this point. On this estate during the last 10 years, excluding three cases of death, and no relative desiring to succeed, and two cases of removals to larger farms (one on the estate), I have only had two changes of tenancies, and as to these I am prepared to give full satisfactory particulars." See 62,33

(*Witness.*) I wish to call your attention, my Lord, to the fact that there I have not attempted to conceal the changes, and I have admitted to seven changes if you trace them in that question. I do not think that the observation that has been made is justified.

Chairman.

62,512. Let us clear this up. Do you say there were only a few changes, and you admit to seven. How is that?—No.

Mr. Brynmor Jones.

62,513. There are three deaths and four removals?—Yes.

62,514. And there are two cases mentioned in your evidence in chief. As to those I think you have spoken?—Yes.

62,515. Very well, what Mr. Griffiths is putting to you is, have you not just towards the end of your examination mentioned another case that you omitted?—No, I do not think so. I do not see it.

Lord Kenyon.

62,516. I think it would clear it up if I pointed out that your evidence in chief refers to the last 10 years, and that with regard to that particular farm it went back to 1866?—Yes; it went back to 1866. There has been no change of tenancy on this farm within the last 10 years at all.

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[Continued.]

Mr. Griffiths.

62,517. Then I am to understand that there has been no change in this farm in the last 10 years?—Certainly there has not been. The

Mr. Griffiths—continued.

present tenant has been there since 1880 or the beginning of 1881.

The witness withdrew.

Mr. HENRY VAUGHAN called and examined through an Interpreter.

Chairman.

62,518. Where do you live?—Bryn Coccyn, in the parish of Llanefydd.

62,519. Is this your evidence?—Yes.

62,520. Have you had it translated to you in the presence of a Commissioner?—Yes.

62,521. Are you satisfied it is correct?—I am.

62,522. Are you willing that it should be read aloud in English?—I am.

The statement of the witness was then read as follows:—

Evidence of Henry Vaughan, Bryn Coccyn, Llanefydd. I occupy a farm called Bryn Coccyn, in the parish of Llanefydd, on the estate of Mr. H. R. Hughes, of Kinnel. Before Mr. Hughes came into this property the rent was 32*l.*, but 38 years ago it was raised to 45*l.* The land is cold and damp, and two acres of gorse land. Two tenants failed after the rent was raised. When I took the farm 16 years ago it was in a very dirty condition, and the hedges were in great disorder. I have greatly improved the place since I entered. When new buildings were erected I did all the haulage, which I estimate to be worth 80*l.* Even now the buildings are very inadequate. I was refused a copy of the agreement by the old agent until I paid 5*s.* I think tenants ought always to be supplied with a copy of the agreement free. The game in the neighbourhood of my farm and over my farm is taken by Mr. Griffith, of Garn. I have received great damage on my farm on this account. I have complained to Mr. Foulkes, the agent, and to Mr. Griffith, but have failed to receive compensation.

Professor Rhys.

62,523. What did you complain about?—I complained that the place was too highly rented.

62,524. I was referring to the game more particularly. What was your complaint about the game?—That there was terrible trespass from the rabbits yonder.

62,525. Why did you not shoot them?—They come there in the night from the covers, and they go back in the day.

62,526. Is there anything to prevent you killing them at night?—Nobody can shoot when it is dark.

62,527. The Ground Game Act does not allow that, but it allows some other ways of killing them off, I think?—I sent to Mr. Foulkes, the agent, asking him to come up and see the trespass, and he came,

Professor Rhys—continued.

62,528. I want to ask you more about that. Do you kill them at night at all?—I cannot.

62,529. Why do you not trap them?—I am not accustomed to such things, and I do not care about beginning now.

62,530. You have complained to Mr. Foulkes. Who is Mr. Foulkes?—He is a steward at Kinnel.

62,531. You complained about the damage done by the rabbits?—I did.

62,532. What was the result? Tell us what happened?—He came to my farm, and we walked over the wheat field where the damage that I complained of existed, and he said that it was unreasonable—that he would look into the matter. I understand they sent after that to Mr. Griffith, of Garn, who, accompanied by his keeper, came to the farm. After we had walked over the field Mr. Griffith asked me what I meant. I said to appoint valuers on both sides. He refused. He asked me afterwards what did I think of getting. I mentioned a small sum for the sake of peace, and he thought that was too much.

62,533. What was the sum?—Five pounds. I said it was not really half enough.

62,534. How big was the field?—Five acres.

62,535. What crop had you in it?—Wheat.

62,536. Was the whole field of five acres spoilt by the game?—More than half of it had been destroyed.

62,537. Have you anything further to say?—Nothing on that point, only that I never received any compensation.

62,538. When was this, then?—Four years from this time. I still suffer from the trespass.

62,539. That is long credit, is it not. Did you have any promise of payment of the compensation at all?—Mr. Griffith, as he was starting from the place, said he would come up again. He never came except to shoot over the land.

62,540. I think you admit that Mr. Griffith never goes into your standing corn?—He does not go through the corn.

Mr. Grove.

62,541. What damage, in your opinion, was done to the wheat?—I called two men to look over it after that, and they said it was from 12*l.* to 15*l.*

62,542. How much did you ask for?—Five pounds. I told him then I was asking far less than half of what I ought to get.

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Mr. H. VAUGHAN.

[Continued.]

Mr. Grove—continued.

62,543. A shooting tenant generally pays a rent to some one, does he not?—I do not know anything of their affairs.

62,544. Then you get no part of it?—I do not.

62,545. What you get, then, is the damage?—That is all.

62,546. Have you suffered damage from anything else, besides rabbits?—Not much. There are a few pheasants, which I do not complain about.

62,547. Did you complain to the landlord?—I had a letter from Mr. Charlton, the agent of Mr. Hughes, of Kinnel, telling me to kill the rabbits. That is all I had.

Mr. Griffiths.

62,548. How large was this field where the damage was done to the wheat?—Five acres.

62,549. Did you at any time see Mr. Griffith or his keepers treading your corn?—No, only the potatoes and the turnips.

62,550. Not the corn?—Not the corn.

62,551. Did he ever put his dogs into the corn?—Yes. If they had lost a bird, they would send a dog after it into the corn.

Mr. Brynmor Jones.

62,552. Have you received any abatement?—Yes, 10 per cent.

62,553. For how many years have you received the 10 per cent.?—They gave 10 per cent. three or four years ago. Then they stopped giving it, and they have commenced giving it again.

62,554. Have you found it difficult to pay the rent, even with the 10 per cent. abatement?—Yes; I do find it difficult.

62,555. You do not think the abatement has been sufficient?—I do not.

62,556. Is there anything special about your farm that ought to have entitled you to a greater abatement than that which other tenants on the same estate have received?—I cannot say that, except that I live in the highest farm that they have.

62,557. How many rooms are there in your farmhouse?—Three rooms on the first floor, and two above, and a lobby.

62,558. How many are you in family?—There are two children and the wife at home.

62,559. Yourself, your wife, and two children?—Yes; that is my family at home.

62,560. Do you find the bedroom accommodation sufficient?—There is no room for any strangers or visitors that might come in.

62,561. Have you got any labourer living on your premises?—No; as I have no sleeping accommodation I cannot keep a servant, but I have to pay for a labourer when I want him.

62,562. Have you any female domestic servants?—No, my daughter works.

62,563. Is the house in good repair?—Yes, it is in fairly good repair.

Lord Kenyon.

62,564. What is the acreage of your farm?—69 acres.

62,565. What is the rent which you pay now?—45*l*.

62,566. You say half the wheat crop was destroyed by the rabbits?—Yes.

62,567. Did Mr. Griffith offer to send his keeper to kill the rabbits?—He did not.

62,568. I understood him to say that he did?—I asked for leave to set traps and things in the hedges, and I was refused it.

62,569. In the fencing of the cover, I suppose?—There is a small croft between the covers and my land.

62,570. That croft is not your own, I suppose?—No, it belongs to Mr. Griffith.

62,571. You have made no attempt to kill the rabbits yourself?—In the spring I got a man to kill them, or else they would have eaten me alive before now. I got nothing from them.

62,572. How many did he kill?—I cannot say.

62,573. What did you pay the man?—I did not pay him anything. I let him take the rabbits.

62,574. You simply let him come and take what rabbits he can get?—Yes.

62,575. Does he pay you anything?—He does not pay me anything.

62,576. It is a bad bargain for you, I should think?—Yes, a very bad bargain; but I think it is better than having the rabbits eat everything.

62,577. I should think you might get a man to pay you for them. How much did the landlord spend on the buildings?—I cannot say.

62,578. Did you keep any account of your haulage?—I did not keep an account of everything, but I know the quantity of stones that I carried.

62,579. You estimate it at so much a ton or load, do you not?—By the load.

62,580. You say the buildings are inadequate. How many cattle can you tie?—Four cows.

62,581. Is that all the tying you have got, only four cows?—They have made a place for me to put some heifers in the hovel yonder.

62,582. Is it a sheep farm?—No, I buy sheep for about three months in the winter season.

Mr. Brynmor Jones.

62,583. Just one question, please, on a point on which we have not touched in this county yet, I think. With regard to your fare—with regard to your food; what do you generally have for your breakfast?—Sometimes a cup of tea; we cannot get anything else.

62,584. No meat?—No meat for breakfast.

62,585. What time do you dine?—12.30, as a rule.

62,586. What do you have for dinner generally?—Bacon sometimes, beef and potatoes.

62,587. How often do you get beef?—That is more than I can say.

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Mr. H. VAUGHAN.

[Continued.]

Mr. Brynmor Jones—continued.

62,588. Is it twice a week or three times a week, or nearly every day?—Once or twice a month.

62,589. What time do you have tea?—From half-past four to five.

62,590. And do you have any supper?—Supper about half-past seven.

62,591. What do you have for supper?—As a rule a cup of tea.

62,592. What to eat?—Bread and butter.

62,593. Does that represent, do you think, the ordinary fare, and the ordinary custom of farmers in this county?—No, I do not suppose anybody uses so much tea as we do, as we are a family together, and no strangers with us.

Chairman.

62,594. There are some questions by Mr. Vincent: "You say you cannot kill the rabbits?"—No, I cannot.

62,595. "Mr. Griffith says you will not let his men kill them?"—After they had been to my farm, and refused to do anything with me, as soon as I got the crops in, two keepers came up to catch the rabbits. I went to them and said they must either pay me the trespass or leave the rabbits there.

62,596. "If you are both of you accurate, how are the rabbits to be killed at all?"—Well, I tell the truth.

62,597. Did you make any claim after the valuation of damage was made?—No, I did not.

Professor Rhys.

62,598. What was your objection—I did not quite understand. Was it to the time the keepers came?—No, it was because I wanted to get compensation for the trespass, and as they refused that I wanted the rabbits.

62,599. They came to kill when there was no more corn for the rabbits to eat, is that it?—Yes. Very soon after I had the wheat on the field the rabbits went away, you could not see one on the field.

62,600. The rabbits went in search of food naturally?—I do not know where they went.

62,601. Why did you not kill them?—They would not let me set traps for them or snares in the hedges.

62,602. Is that in the Act?—I do not know. Mr. Griffith said it was not. I do not know whether the law allows them to eat my crops.

62,603. I do not know the Act by heart, and I am afraid you do not either.

Chairman.

According to the Act they must not set traps in the fences or the hedges.

Lord Kenyon.

They must not employ spring traps, except in rabbit holes.

Professor Rhys.

My fellow Commissioner shows me a paragraph in the Act with regard to what you can do. I think you had better study it.

Chairman.

62,604. Your contention is that they will not allow you to set traps or snares in the fences, and therefore you are unable to kill these rabbits?—Yes.

62,605. And they did not send keepers to kill the rabbits until your crops were carried?—They did not.

62,606. That was the reason why you objected to their killing them?—Yes.

62,607. You would have been glad if they had come early in the year?—Yes, I should have been glad, and it would have been of advantage to me as well.

62,608. Then I have some questions by Mr. Owen Wynne. "Can you manage to get a glass 'of cwrw' in these bad times?"—When I come to Denbigh I get a couple of glasses, and that is all I do get.

62,609. "I believe you have a small farm of your own?"—Yes.

62,610. How many acres?—Four acres of land, and there is a house on it, a little mansion. It is the buildings that make the value.

62,611. What is the rent of it?—8*l.* 10*s.*

62,612. "Do you allow your own tenant an abatement?"—I do.

62,613. "How much per acre would you pay for the farm you hold on the Kimmel estate?"—13*s.* 5*d.* per acre.

62,614. There is one more question by Mr. Vincent: "The hedge in which you wished to set traps is not in your occupation, is it?"—No, it belongs to Mr. Griffith.

62,615. Is it the hedge of your field?—It is the boundary hedge between myself and Mr. Griffith.

62,616. Is it the fence of the cover?—No. There is a small piece of land between us and the cover.

Mr. Griffiths.

62,617. How long have you been tenant of this estate?—16 years.

62,618. Has Mr. Griffith always been a shooting tenant there?—Yes, and before I went there.

62,619. Did you know that he was to be the tenant when you took the farm?—Yes.

62,620. Have you produced an agreement for your farm?—No.

62,621. Have you no agreement?—They have an agreement, but I have no copy of it.

62,622. You were refused a copy, were you not?—I was.

62,623. Unless you paid what?—5*s.*

Lord Kenyon.

62,624. I want to ask you one or two questions upon what Mr. Brynmor Jones asked you. Is the size of your holding the average size of

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Mr. H. VAUGHAN.

[Continued.]

Lord Kenyon—continued.

the holdings in your district?—There are some much larger and some much smaller.

62,625. Your diet is not the same as that of the bigger farmers?—I cannot say, we take what diet we like.

62,626. But are we to understand that the bigger farmers in your district only get beef twice a month?—I cannot say.

62,627. You only speak for your own class?—I never ask what anybody eats.

Mr. Grove.

62,628. You pay 13s. 5d. per acre for your own farm?—I do.

Mr. Grove—continued.

62,629. You let the $4\frac{1}{2}$ acres at 38s. an acre or about that?—It is the buildings that make up the amount.

62,630. What buildings are on it?—There are three rooms on the ground floor, and two above.

62,631. So that there is really a good house upon it included in that rent of 8l. 10s.?—It is a perfectly new house, made in the best possible way.

62,631a. Therefore there is no fair comparison between the two?—There is not.

The witness withdrew.

Mr. W. D. W. GRIFFITH recalled and further examined

Chairman.

62,632. I understand, Mr. Griffith, that you wish to say something as to the evidence of this witness?—Yes, my Lord. In the first place I should say that when he pointed out the damage to this corn that he speaks of, it was a wretchedly poor crop of corn, sown in half cultivated and dirty land, and altogether a wretched poor crop. I certainly saw that there were some marks of damage by rabbits, but nothing like the extent which he wanted to make out, but my contention was that if there were damage by rabbits it was entirely his own fault, he was always at liberty to kill them. Why he did not do so I did not know, but afterwards I thought I was pleasing him by sending men there to kill the rabbits, so I told my keeper and another man to go there, and he promptly sent them away. Then they went to kill the rabbits in another fence, which really and truly though between his field and mine, is my fence, and in which they had a perfect right to kill rabbits, but he would not allow them to do that either. He ordered them to go away from there, and rather than have any unpleasantness with him they did leave, and I told them never to go there again, because I much preferred that he should kill the rabbits himself. Now he has told one very gross untruth here to-day, and that is that I stopped him from setting traps. I should like to explain that matter properly. It will just serve to show how a man can easily wilfully misrepresent what is said. I asked him why he did not kill these rabbits. He raised sundry objections about them, that he could not catch them in one way, and catch them in another. I said, "Why do you not trap them?" He said, "I cannot catch them in traps unless I make scrapes on the field, and set the traps on them. Will you let me do that." I said, "I cannot give you permission to do that, I believe it is against the Ground Game Act, and you cannot do so; you must take your chance about it." That was the whole and entire conversation that took place about the

traps. It was originated by my asking why he did not trap them, and it is a gross misstatement of the truth to come here to-day and tell you that I stopped him setting traps or snares in any possible way, and I do not understand how the man dares to say so.

Chairman.

62,633. We will have this evidence translated to Mr. Vaughan. What we understand you to say is that you gave him power to set traps in your boundary fence?—It must be clearly understood that I had no power either to give him leave or to refuse him leave to set traps. He is entitled to do so by the law of the land.

62,634. To whom does that boundary fence belong. Is it on his farm, or is it on yours?—Well, they were both boundary fences. In one case the boundary fence was his, and in the other case it was mine, but in both cases he sent the man away from attempting to kill them.

62,635. We will come to that later. Did you prevent him from setting snares or traps, or did your gamekeeper prevent him from setting snares or traps in your boundary fence?—No, we might have done so, but we never did so.

62,636. Has he power to set traps and snares in your boundary fence at the present moment?—I have never objected to his doing so, and I have never heard the question raised before.

62,637. But has he the power at this moment to set traps and snares in your boundary fence?—It depends upon how you apply the word "power." As a matter of right he has no right to do so. He has never asked me for it.

62,638. No, but do you give him power at this moment to set traps and snares in your boundary fence? I understand you to say that he has a right to do it. Is that so—that you would have no objection to his doing it?—I have no power to prevent him, but whether he has a right to set them in a fence that does not belong to him, I cannot say in point of law.

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[Continued.]

Chairman—continued.

62,639. But the fence belongs to you, and he thinks you object to it. That may not be the case, and I ask you would you have any objection to his setting snares and traps in your boundary fence at the present moment?—He does not even set them on his own fence.

62,640. I ask you whether you have any objection to his setting them in your boundary fence at the present moment. I want an answer to that?—I have never raised objection to his doing so.

62,641. I want an answer, yes or no?—I answer that I have never objected to his doing so.

62,642. But have you any objection at this moment?—No.

62,643. Is there anything more you want to say?—I should like to say that he has entirely mis-stated as to his having asked me for any sum. He never named any sum; he never told me that he wanted anything at all. I admit that I did not pay him, and I never intended to pay him anything, because I consider that if he was damaged at all it was entirely his own fault. He was able to protect himself. The only other thing I wish to say is this, that he has referred to the rabbits as coming from a cover of mine adjoining. Now I say that there are very few rabbits in that cover. If I maintain rabbits it is for the purpose of sport of course. I do not suppose anybody keeps them for any other purpose. I shall be very happy to hand in here to-morrow my game register, in which appears everything that has been shot on the estate at all for the last 30 years, every kind of game that has been killed, and you will see for yourself the number of rabbits killed when that 50 acre cover has been shot. I think I may safely allow you to judge from that whether it is at all probable that there could have been rabbits to the extent that he says.

62,644. What do you wish then that we should translate to Mr. Vaughan,—that you consider that you have very few rabbits in that cover?—I consider there are very few rabbits in that cover, nothing that could possibly damage him in the way that he wishes you to understand. I should like to call attention to the fact that in my evidence I stated that the whole of the rabbits killed in shooting over the estate in the course of the season only amounted to an average of 150 a year spread over four or five days' shooting.

Lord Kenyon.

62,645. Do you not think we are rather making a mountain out of a mole-hill?—I do think so, but that was set up by this man.

62,646. Do you not think it could be settled with Mr. Vaughan, outside this court, amicably; surely you can come together instead of taking up the time of the Commission with this?—Mr. Vaughan is at perfect liberty to protect himself.

62,647. I am sure you and Mr. Vaughan might kill the rabbits between you, if you joined

Lord Kenyon—continued.

together, and you might divide the proceeds?—I should like to say this. I had no idea that there was any difference between us. We have met hundreds of times since that happened, and I had no idea that he had any grievance against me at all; we have always been the best of friends, and I did not understand that he had any grievance at all against me.

Mr. Brynmor Jones.

62,648. I do not understand that there is any grievance against you. You are merely stating the facts, and you do not quite agree, but you are nearly at one. His grievance is against the landlord?—No, his grievance is against me for keeping up the rabbits, and there is a very large difference between us. This is a matter that happened four or five years ago, and I was under the impression that we had been good friends ever since.

Lord Kenyon.

62,649. However, you go and kill the rabbits and give him half of them. I am quite sure he will be satisfied?—I should be delighted to do so, but I hope he will kill them all himself.

Chairman.

62,650. There is one more question sent up by Mr. Llewellyn Jones: "Did you not state to Mr. Vaughan that you thought the damage was caused by sheep?"—I believe I pointed out to him the marks of sheep having been in the field. I believe I drew his attention to marks at the time of sheep having been in the corn. To the best of my recollection I drew his attention to that.

Mr. Griffiths.

62,651. Do you deny that the landlord said, when he went to see the amount of damage done, that something must be done?—Do I deny what the landlord said? What possible knowledge can I have of what passed between the landlord and tenant when I was not present? What possible knowledge can I have of that? I was not present.

62,652. I mean Mr. Foulkes?—I was not present. I do not know what passed between them at all.

62,653. But this evidence that you are giving is meant to rebut Mr. Vaughan's evidence?—Yes, but you asked me whether I deny what the landlord said. I do not know what the landlord did say; I was not there.

62,654. But do you deny what this gentleman said.

Mr. Brynmor Jones.

62,654a. I do not know what you come to rebut; it seems to me irrelevant. What the tenant complains of is that his farm was overrun with rabbits?—I disagree entirely with you; I think it is a most important thing.

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[Continued.]

Mr. Brynmor Jones—continued.

62,655. Excuse me, I must be the judge whether it is important?—I think it is important when he has told you that I refused to allow him to set traps, and I deny that *in toto*. I think that is very important.

Mr. Griffiths.

62,656. Do you deny what he said here, that the agent, Mr. Foulkes, came to see the damage, and that he said something must be done. Do

Mr. Griffiths—continued.

you deny that?—How do I know what Mr. Foulkes said when I was not present? I neither deny it nor admit it. I do not know what happened between them. How can I deny a thing that happened when I was not present?

62,657. If you cannot deny it, what do you come here to rebut?—I might as well deny a conversation that took place between you and some other person outside the court this morning. I have no knowledge of it at all.

The witness withdrew.

Major R. F. BIRCH re-called and further examined.

Chairman.

62,658. You are agent for the Llannerch and Gwysaney estates, situate in the counties of Denbigh and Flint, and also agent for estates in Yorkshire, Cheshire, Derbyshire, and Shropshire?—Yes.

62,659. And you are also a tenant farmer, farming 400 acres on your own account?—Yes.

62,660. Now, will you tell us what evidence you wish to give?—I wish to give particulars touching the estates of Sir G. A. Cayley, Bart., and P. B. Davies Cooke, Esquire, namely, the Llannerch estate, 2,040 acres, in counties of Denbigh and Flint, rental, 2,632*l.*; and the Gwysaney estate, 3,687 acres, in counties of Denbigh and Flint, rental 4,311*l.*

62,661. Does the Gwysaney estate belong to Mr. Davies Cooke?—Yes. This is the agricultural acreage. Then there is also the Hartsheath and Gelligynan estate, 2,900 acres, in the counties of Denbigh and Flint, rental, 2,500*l.*

I also wish to give evidence, which I think from what took place yesterday may be of profit to the Commission, as regards the Plas Heaton estate.

62,662. Whose is that?—That belongs to Major Heaton. On that estate there is rather a new feature. There was a good deal of conversation yesterday about averages and a sliding scale. This estate has a number of corn leases, which may be of interest to the Commission.

62,663. How big is that estate of Major Heaton's?—That estate is 1,200 acres in the county of Denbigh.

62,664. They are all in the same county?—The counties of Denbigh and Flint. I will go to this question, whether there is a difference of either language, politics, or religion between the landlord or agent, and the tenant or proposed tenant. In nearly every case tenants on these estates are Nonconformists. Their politics or religion are never inquired into; and to the best of my belief, I am on friendly terms with all, also landlords; two years ago, on the Llannerch estate, we gave land for a chapel, but I did not inquire, nor do I know, what is the denomination of the congregation. I may say that I have never taken any part in politics; I have never canvassed anybody, nor have I

Chairman—continued.

influenced the tenants in any one way that I am aware of. As regards my qualifications, I myself was 10 years under-agent before being appointed head agent, and I have farmed and managed land for the last 30 years. I have over 25,000 acres under my management at the present time.

62,665. Under your personal superintendence?—Yes. The date of entry you have heard before. Then I deal with farms let on leases. Of course, I exclude the Plas Heaton estate with regard to that, because I give evidence on that particular point as regards the corn leases. We have one farm taken on lease on the Llannerch estate in 1881 for 21 years. A short time ago we took over the tithe, and allowed it to the tenant, amounting to 18*l.* 14*s.* 2*d.*, and also placed him in the same position as all the other tenants on the estate, and gave him the abatement, which we were not bound to do. As to changes of tenancy, there have been very few changes except those caused by death, and changes are not more frequent than they were 10 years ago. As regards compensation: in the case of resuming occupation for planting, building, and so on, compensation is always given. It is in the agreements. As regards mining, the tenant is under a very satisfactory arrangement, because he gets what we call the trespass rent.

62,666. Will you kindly put in your agreement?—I will put them all in afterwards. The trespass rent is simply double the agricultural rent, and that is always received by the tenant. As regards agreements, there are the usual conditions of tenancy, but I wish to point out very strongly to the Commission that these agreements are also in use in Cheshire, and in Yorkshire.

62,667. The same agreements?—The same agreements. In the case of the Cayley estate, there is a large property in Cheshire, and on that estate in Cheshire the same agreement is used. On the Gwysaney estate, a large property in Yorkshire, the same agreement is used on the estate in Yorkshire. That is a point I want particularly to impress upon the Commission. As to copies of agreements, my

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[Continued.]

Chairman—continued.

practice is to give a copy of the agreement, and allow some days for the tenant to consider the clauses before signing it. I go over each clause with the proposed tenant, and I find all the tenants in Wales are intelligent, and quite equal to making a fair agreement.

62,668. Do you speak Welsh yourself?—No, I do not.

62,669. Have you got many Welsh tenants?—We have a great many.

62,670. Of course, the agreement is explained to them in their own language?—In their own language. The rents are fixed on the gross sum, except upon the Plas Heaton estate, where the rents are mostly corn rents. As to services rendered by the tenant, there are none, except hauling for improvements and repairs, which is never insisted on; it is done by voluntary arrangement with the tenant, if he is in a position to do it. If he is not, we do it ourselves. The rent is fixed on the basis of valuation. As regards choosing the tenant, I try to ascertain if he has capital, but I lay equal stress upon his knowledge of farming. As regards arbitration in adjusting the rent, I have not had experience of any difficulty in adjusting the rent. In fact, if I am not speaking in my own praise, I may say that in two cases I have been called in by the landlord and tenant to fix the rent of two farms.

62,671. Which has been satisfactory to both parties?—I hope so. As regards abatements, on the Gwysaney estate there have been considerable reductions, which I can show you. In 1886 10 per cent. in many cases, and in one case 33 per cent.

62,672. Are these permanent reductions or are they abatements?—The 10 per cent. was permanent. Then, I will take the abatements. Abatements on the Gwysaney estate have been 10 per cent. from 1886 to 1888, and 10 per cent. from 1892 to 1894. On the Llannerch estate the rents have been considerably reduced. It is a different estate to the Gwysaney estate, because there is a large amount of clay land which has been unprofitable to farm.

62,673. And that reduction has been much heavier than in the other case?—Much heavier.

62,674. What sort of reduction would you put it at?—On the gross rental you will find from this statement that it is 25 per cent. reduction.

62,675. 25 per cent. permanent reduction?—Yes, permanent reduction; and we have also given an allowance of 10 per cent.

62,676. On the reduced rental?—On the reduced rental. Then I come to the question, "When rents are raised or reduced, does the change depend on a re-valuation? If so, by whom conducted, and at what intervals is it usual? If not, does the change depend on fluctuations in prices, or on what principle (if any) is it based?" I have not raised any rents. The reduction is made by my own valuation and in friendly consultation with the tenant. I have never had occasion to call in a third party, nor do I think it necessary. Fluctuation of prices has much to do with the change,

Chairman—continued.

and it has been my chief desire to help the tenants, and in some cases, so to say, to prop them up, and to avoid a change of tenancy. Fluctuations have been all one way of late years. As regards the preferential claim for rent, I think myself it is a most excellent thing. I can speak from experience—I do not wish to mention names—in which tenants have come to me and put before me their position, and told me that if I would only wait we should get our money. They have said that they could satisfy some creditor—a shopkeeper or some other person who was pressing them hard—and if we would only wait we should get our money. I am bound to say that we did wait, and I am also bound to say that in every case the tenant fulfilled his promise.

62,677. In your opinion, it has been very advantageous to the tenant?—That is my opinion. More land has been laid down to grass, one object, of course, being to save the labour bill. In some cases the landlord has found the seeds, and I am always willing if the grass is in good heart when it has been laid down, say for three or four years, to take it at a valuation, and put it in the schedule to the agreement as grass land.

62,678. In other cases, of course, the tenant would have the right to plough it up?—Undoubtedly. As regards materials and repairs, I will put in the accounts on the Gwysaney estate which will show that since 1886 we have spent 11,532*l.* 0*s.* 4*d.* upon materials and repairs and improvements.

62,679. Is that Mr. Cooke's estate?—Mr. Cooke's estate.

62,680. In how many years?—1886 to 1892.

62,681. That is in six years?—In seven years; it includes 1886. Then the annual expenditure for wages and repairs come to 671*l.* 19*s.* 7*d.*, and in materials 793*l.* 11*s.* 5*d.*, which amounts to 1,465*l.* 11*s.* That is omitting all charge for wood fences. On the Llannerch estate (Sir George Cayley's estate) I may say that previous to 1878 we spent the whole income upon the estate and more. Mr. Dod had the estate at that time, and we spent the whole of the income that we received from the farms upon the estate up to a year before his death.

62,682. How long did that go on for?—That went on for 12 or 13 years.

62,683. Was that putting an estate which was in a poor condition into proper repair?—I cannot say. I came when it was half done, but I was under-agent at the time, and had the whole management, and I can vouch that we did spend more than the income that we received from the estate. On Sir George Cayley's estate, from 1886 to 1893 the amount spent has been 6,924*l.* 12*s.* 11*d.* That shows that we have not let things go down.

62,684. Was that on improvements?—Wages and materials for improvements and repairs; an average during the last eight years of 865*l.* 11*s.* 7*d.*

62,685. That estate is in rather good order, I suppose, now?—Well, it is not in what I call

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[Continued.]

Chairman—continued.

perfect order. There is always something to do. In fact there is more to do under the present agricultural depression than before, but I think everybody, landlords and agents, are anxious to make matters so that the tenants can improve, and also that they can make a living. As to procedure under the Agricultural Holdings Act I have acted frequently with several gentlemen in this room, under the Act, and I think it is very fairly well known. If not, it is generally explained by the valuers that they are to act under the Act. At all events, I have been arbitrator in several cases under it.

62,686. Then you do not consider it a dead letter?—I do not. Then as to game preserving. Rabbits are killed by the tenants, and if not, if they have any complaint, they are killed for them. Hares are almost extinct. In most cases the tenants avail themselves of the provisions of the Ground Game Act, and I should say on the Gwysaney estate every tenant avails himself of the Act. There is not much damage done by game to the crops and pastures of the tenants, but, if there is any, it is at once looked into and the tenants compensated, the amount being assessed by arrangement. Then, as to the question, "Are tenants expected to 'beat' coverts, &c., when their landlords go out shooting? If so, are they paid, and how?" Certainly not, but there are tenants on the Llannerch estate who come to load for the pleasure of the thing, and they always have a present of game. I believe at Gwysaney some of the tenants go out to beat for the pleasure of it, as they are not expected to do so, and they, of course, have a present of game; but I only know this from hearsay. As to the relation between landlord and tenant, in the case of a tenant who takes the house and shooting of Llannerch, the tenants have a great regard for him, as he has paid over 4*l.* per acre for pheasant rearing ground, and behaves most liberally to them. Then on the Gwysaney estate there is a clause I should like to explain. It has never been in force in any way whatever. As a matter of fact the farm buildings are not insured. We are our own insurers.

62,687. You insure yourselves?—Yes. There is no combination among landlords to accept tenants of a certain description. There is a landlords' association in the district to protect their property, the objects of which have already been explained in the evidence given by Lord Penrhyn. I know of no combination among farmers or labourers to fix wages. As to proprietor farmers, I believe there are some in this district, but I have no certain knowledge. I cannot say whether their number has decreased or not. As to the causes of depression, foreign competition has a great deal to do with it, and railway rates, and also an unfortunate cause that we cannot help, that is, want of capital. I think I need not go through the reasons why I object strongly to a land court. They have been stated to you very frequently, but I do object to a land court most strongly.

Chairman—continued.

62,688. But we should like to know. You say you strongly object to a land court?—I strongly object to a land court. I have myself, friendly relations with all the tenants, and I do not see the smallest necessity for it. I think that they can have everything with a reasonable agent and a reasonable landlord.

62,689. I take it, so far, as regards estates like those that you have got anything to do with, and all the great estates and good estates in Wales, you say there is no earthly reason for a land court to be established?—That is my opinion.

62,690. So far as they are concerned?—Yes. As regards fixity of tenure, I think a lease would answer the whole purpose, and I am only too glad myself to grant leases whenever they are applied for. I have no lease of my own farm.

62,691. Do you farm yourself extensively?—I farm 400 acres as a tenant farmer.

62,692. Under the same conditions as a tenant farmer?—Exactly under the same conditions as a tenant farmer.

62,693. May I ask, do you find that you can make it pay its way?—Well, mine is an exceptional farm; the bulk of the land lies near Colwyn Bay, and the bulk of my farming business is selling milk and market gardening. Of course I grow a large amount of cereals and roots as well, but I mean those are exceptional things, and therefore I must say that I make ends meet on my farm.

62,694. You consider you are rather exceptionally favoured?—I do. I do not think I am an ordinary tenant. I have these advantages.

62,695. But on the whole with your vast practical experience, do you think that the tenant farmers in Wales are in a very shaky state?—Some of them are undoubtedly. There has been a very serious depression. You cannot shut your eyes to it. There is no question about it at all.

62,696. They have had a very hard uphill fight?—They have had a hard uphill fight.

62,697. I think you have told us that they are very industrious as a rule?—I can speak, so to say, as a foreigner, but I have been in Wales for 30 years, and I have received nothing but kindness and consideration from all the tenants. I have had to do with one or two exceptions, and that is natural in everything.

62,698. But you consider them as a class very industrious?—I do, an industrious, hard working, hard living people.

62,699. A frugal people?—Yes. That, my Lord, is all I have to say.

62,700. We are extremely obliged to you for your evidence, which is exceedingly valuable and interesting. Now you were going to tell us about Major Heaton?—Now I will tell you about Major Heaton and the corn leases. I take two instances, one was granted in 1871 and the other in 1881. The first lease was for 30 years, and the second lease was granted for 20 years. It is a fixed rent, subject to fluctuation in prices. I have taken an extract from the lease which perhaps will explain it better than I can myself,

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[Continued.]

Chairman—continued.

if you allow me to read it. "And it is hereby declared and agreed that the said rent is leased upon the calculation that the price or value of a quarter of wheat, a quarter of barley, and a quarter of oats is the sum of 114s., and that the lessee, his heirs and assigns, shall on and after the first day of January in every year ascertain the average prices as published in the 'London Gazette' of the said three grains for the 52 weeks of the year preceding the said first of January, and in case the average prices of the said quantities of the said grains shall exceed 114s. by one or more shillings, then in that case the foregoing rent for the two next succeeding half yearly payments shall advance one pound per cent. for every shilling that such average prices shall exceed the sum of 114s., and in case the said average prices of the said quantities of grain shall be under 114s. by one or more shillings, then and in that case the foregoing rent for the next two years shall be reduced one pound per cent. for every shilling that such average prices shall be under 114s." To make it perfectly clear to the Commission I must tell you that in the 1871 lease, a repairing lease, the price is put at 114s. I have a later lease of 1881 for 20 years when the average price is put at 100s. instead of 114s.; but there is no repairing clause in that lease. (For copies of these leases see Appendix.)

62,701. There is no obligation to leave the farm in tenantable repair?—Yes, ordinary tenants' repairs; but in the first lease they have the material given them in the rough, and they have to do the repairs.

62,702. Nothing is done by the landlord?—Nothing is done by the landlord except finding material in the rough, timber, slate, bricks, and everything of that sort.

62,703. And they have to draw it?—They have to draw it, and they have to repair their buildings; that is so. I may say that they are a most contented lot of tenants who are under these leases, and it is an immense advantage to them. If you would like to hear my opinion upon it, I will give it you.

62,704. Yes, the Commissioners would think it of great interest?—I think it is a most excellent way of dealing with the rent, but the term of 30 years or 20 years is much too long. There ought to be a revision of the price of corn, say every five, seven, or ten years, as the case may be, and let that be the basis of rent. Take, for instance, 100s. Well, we cannot get that for our wheat, barley, or oats now. It is an immense advantage to the tenants, I admit. I always wish them to have a pull in the right direction, but I think this is a little too high.

62,705. Did you see that wheat sold at 17s. yesterday at Spalding?—Yes; I have not seen the average prices, but take barley at 24s., and oat at 14.—well, where are you even at 100s.? I shall be very glad to answer any questions upon that point now.

Chairman.

We are very much obliged to you, Major Birch, for your valuable evidence.

Lord Kenyon.

62,706. Would you advise taking any other consideration besides corn as the basis?—I do not see how you could do so. I have thought it out well myself. You see the quality of cattle varies very much, and the quality of sheep varies and the different breeds of sheep vary very much. You have no "London Gazette" or anything to go to, to get the exact value.

62,707. I suppose in this district there is not very much corn raised, is there?—Oh yes, there is a good deal.

62,708. I suppose the rents are down about 30 or 40 per cent., are they not?—I do not think we can say that throughout the country.

62,709. I mean in these two cases?—I do not collect the rents of the Plas Heaton Estate, and I cannot tell you that quite; but I have the management of the estate.

62,710. You have got English as well as Welsh agencies?—I have.

62,711. Do you think the depression has been more felt in Wales than in England?—We did not begin to feel the depression in Wales till they were seriously affected in England. I am speaking now of Yorkshire principally. I do not think we have felt the depression at all in Cheshire.

62,712. Cheese farming?—Not with the cheese farming where they make good cheese.

62,713. Not even now?—Very little. I have complaints just lately that cheese was fetching rather lower prices, but they all admitted that the make was so much greater that perhaps they were compensated for it.

62,714. With regard to the differences in the tenure, and so forth, in England and Wales, what do you notice?—As regards tenure on the estates I speak of, it is exactly the same.

62,715. The same agreements?—The same agreements. Of course in Yorkshire it is a very much worse case for them when they enter their farms, because they have to pay a very large tenant right.

62,716. In Yorkshire?—In Yorkshire; that is according to the custom of the country. They have to pay for their seeds, and their ploughing, and fallowing, and manure, and it comes to a very large sum of money upon their entering the farm. Here, of course, they have the way-going crop to pay for, and on Mr. Cooke's estate—the Gwysaney estate—they would have the hay and the straw to pay for, and on Sir George Cayley's estate they would have the way-going crop, and would not have to pay for manure, or hay and straw. The manure would be their own, and the hay and straw would be at consuming price.

62,717. Who pays for the manure?—It belongs to the landlord, so to say—anything left. As a matter of fact there ought to be no hay or straw left when a man leaves on the 1st of May.

62,718. With regard to the Ballot Act, and with regard to the fear of men coming forward to give evidence, have you anything to say with regard to that?—I have never found the smallest fear of their coming forward in the least.

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[Continued.]

Lord Kenyon—continued.

62,719. They approach you with their grievances sufficiently freely, do they?—Oh, they have perfect liberty, wherever I am, to go and vote. How they vote I do not know, but they always go, that is quite certain, and they go before my face and before their landlord's face. There is no fear of the Ballot Act at all.

62,720. But I mean it has been said to us that they are afraid to come forward to give evidence before us. Do you think that that is the case in this part of Wales?—I think it is a great reflection on the Welsh tenant farmer to say so myself. I have found him as independent as any Englishman, and quite able to take care of himself. I fancy myself that it is very wrong to say so. He is never afraid to come to me and tell me if I differ with him in opinion, and I do not see why he should be afraid to come here.

62,721. Do they take free part in political meetings and that sort of thing?—As far as I know, most certainly. As I said before, there has never been on my part, or on any landlord's part that I know of, that I represent, the smallest interference in politics in any way whatever.

62,722. You have heard, I think, most of the evidence that has been given in these counties? Do you think it is fairly representative?—I do not think at all fairly representative.

62,723. Why?—Because I consider that many of the witnesses who are brought forward here, although they speak according to their convictions, as for any value in the evidence it is of just as much value as my opinion would be upon Japan.

62,724. You mean that politics has too much effect upon it?—I do not mean to say that for a moment, but whilst I have been present at the sittings of the Commission many men have come forward who know that their opinion upon agriculture is of no value whatever. Therefore what I mean is that you do not get perhaps what we should all wish you to get, and that is the true state of the case all through the country, whether it is good for the landlords or bad for the landlords. I myself, and I know I speak the wishes of my employers, court inquiry; we want everything to be above board. I have also a suggestion to make. I do not know whether it is of any value. My idea would have been that an assistant commissioner or a committee of some kind should go round the districts where the Commission is to sit, and that they should ascertain in that district the representative farmers of the district who can tell the best modes of agriculture and the faults of agriculture, the tenure of the land, and everything connected with it; find those and let them come before you, and hear no evidence but theirs—hear what they have to say. I do not think the landlords have a bit to fear from them. I am speaking, understand, from practical experience of the estates I represent.

62,725. Do you think that some of the bigger farmers have not taken this Commission at its proper value? I mean that they look upon it rather as a court of grievances than a court of

Lord Kenyon—continued.

inquiry?—They do, and also it takes a good deal of time for them to get up their evidence, and they do not wish to come. Many are shy and they do not care about coming, and at the present time they certainly do not care about leaving their harvest.

62,726. With regard to the Agricultural Holdings Act I think you said you had acted as arbitrator on several occasions?—I have on many occasions.

62,727. Do you wish for any amendments of that Act?—Oh, yes.

62,728. Will you state them?—Perhaps Mr. Brynmor Jones will ask me some questions about that.

Mr. Brynmor Jones.

62,729. I gave Major Birch Mr. Channing's Bill that we have referred to, and asked him if he would kindly look at the schedule?—I may say at once that I think an Agricultural Holdings Act for Wales might be made so that we could do away with all agreements entirely.

Lord Kenyon.

62,730. I am sure it would be a great blessing if we could?—I believe myself that these agreements that we put in are simply waste paper. They are never acted upon—the penalising clauses are never acted upon—the course-of-cropping clauses are never acted upon. I would not be interfered with as regards my course of cropping (I am speaking as a practical farmer now), and I would not sign any agreement that would interfere with me if I did not know that it was going to be a dead letter. But I think myself, that with a very little consideration, an Agricultural Holdings Act might be made, beginning with, you understand, full compensation for all improvements made by the tenant—full compensation. An Act might be made applicable to England and Wales that should take the place of agreements, and we should have no agreements of any kind or shape, except a few reservations that you might wish to put in. Of course, as regards the minerals and as regards game too, you must put in reservations. I am not giving a lawyer's opinion, only what my experience is. I hate the sight of these agreements myself because they are of no use.

Chairman.

62,731. You say a new Agricultural Holdings Act for England and Wales could be prepared?—Could be formulated, I consider, to take the case of agreements, granting the tenant full compensation, but also (which I omitted to state at the time) full protection to the landlords, so that their farms should not be run out. That is the fault that I find with the present Agricultural Holdings Act—one of the faults. In cases where I have been called in we have made our counterclaim, but no counterclaim would recoup the landlord for what has been done on the farm. The farm has been reduced, poverty stricken, and it then has to be let for a year probably without any rent at all.

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Lord Kenyon.

62,732. I take it in nine cases out of ten if a farm is run out the tenant would put in no claim for compensation?—Well, he has done it.

62,733. He is rather a fool if he does?—Yes, but you see when the farm is run out it follows that the tenant has nothing to pay any counter-claim with.

62,734. But he lays himself open to a counter-claim from the landlord?—He lays himself open to a counterclaim, but I can tell you cases where it has never been paid.

62,735. Then you would draft a clause that would give the landlord full protection against bad tenants?—Certainly, and I am perfectly certain that every right-thinking tenant would think the same thing too.

62,736. Would you add a clause for compensation for haulage in case of the tenant quitting?—Yes, I think it would be most unfair if the tenant had to haul for a lot of buildings and then left the farm, if he was not compensated.

62,737. I do not think you would find any landlord in Wales would object to it?—Oh, dear no.

62,738. Do you think, as a practical man, that you could give compensation for the improved condition of a holding?—Well, I heard a suggestion made at one of the meetings of the Commission, and that was that the state of each field should be marked in the schedule. Of course that is an excellent idea, but I think myself it would be impossible to do it.

62,739. So do I, and I wanted to know your opinion as a practical man?—There is a clause in this Bill of Mr. Channing's that I should not object to; that is that the state of buildings and the state of the house should be marked in the agreement.

62,740. The state of the house?—Yes, but I do not think you could do it with the land.

62,741. If a man had been a tenant for three years, and you looked back in the schedule and saw a field marked "fair" or something of that sort, how could you say whether the field had been improved?—I think it is impossible. I think it is a most excellent idea, but it cannot be carried out.

62,742. That is what I was afraid of. On the other hand, when a farm has manifestly improved, the tenant would get it fully in the way of his specific improvements?—Yes, and the tenant should be compensated, undoubtedly.

62,743. You would advocate, perhaps, that better accounts should be kept?—I am afraid that very few accounts are kept, except a banking account.

62,744. Still, as a rule, I think farmers, if they claim compensation, can show you their bills for manures and so on?—Yes, those would have to be produced under the Agricultural Holdings Act.

Mr. Brynmor Jones.

62,745. I have been anticipated in some of the questions I had meant to put, so that I shall not trouble you for any long time. With regard

Mr. Brynmor Jones—continued.

to your suggestion of an Agricultural Holdings Act for Wales which should provide or stand in lieu of an agreement, what I understand you to mean is this: that unless anything is said to the contrary the terms of the tenancy shall be those stated in the Act of Parliament?—Exactly.

62,746. So that there is no need for any document as between the parties to be signed?—Except the reservations, whatever they might be.

62,747. Except any variation from the statutory form?—Exactly.

62,748. In other words you would create a statutory tenancy?—I dare say it would be so.

62,749. But you would, as I understand from your last observation, allow "contracting out," to adopt a modern phrase?—No, I do not wish to contract out. I want an Act that would be applicable and that we could all contract in, and all be in the same boat. I would contract out as regards certain reservations. Take, for instance, an estate I have to do with, Mr. Cooke's estate. We have to do with coal; we have to do with pot clay; and we have to do with bricks. Well we must have some reservation in our agreement.

62,750. That is as to the question what premises or parcels are demised. Of course that would not be contracting out in the sense I was referring to?—Well, some men are farmers as well. They farm the land round their works. I think there would be difficulties in it. I take this broad view. As regards the compensation to the tenant, and the protection of the landlord from any wilful waste of land, I would have no contracting out at all. There are other minor matters that really do not affect the tenant very much that I should like to have out.

62,751. Then it would really come to this that in the statute there should be some term which could not be varied?—Yes.

62,752. But that with regard to some other terms of the tenancy you would allow people either to adopt a statutory form or to create a new form applicable to the special case?—Yes.

62,753. And you would suggest as one of the invariable terms of tenancy that the tenant should be liable for waste?—Undoubtedly. You pay compensation, and why should not they pay if they farm so as to run out the farm?

62,754. Quite so. Would you provide a means of assessing the compensation—a statutory means of assessment?—Yes, but not by a land court. I would have it done—I am adopting now a part of Mr. Pennant's argument—I would have it done, not by the County Council—I should like to have it done by the Board of Agriculture. I do not wish to reflect in any way on the County Council, but I mean to say they are living in the neighbourhood; they are rather intimately acquainted with people about, and therefore I would rather have some entirely independent person to appoint a valuer.

62,755. Then you would rather agree with Mr. Pennant, that they ought to be persons whose tenure of office should be very secure, and whose status should be made a high one?—Well,

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Mr. Brynmor Jones—continued.

Mr. Brynmor Jones—continued.

yes; it would be a responsible position, no doubt. I do not go so far as Mr. Pennant—that the valuer ought to be like one of the judges. I think we can get something betwixt and between that.

62,756. You would be content with a list of valuers appointed by the Board of Agriculture?—I should.

62,757. Without any check at all on the Board of Agriculture?—Oh, yes.

62,758. Did you look at the schedule to Mr. Channing's Bill that you were good enough to promise me you would look at?—I did. I had a very short time to do so, but I did look through it.

62,759. What do you say to the first part. Do you think there is anything put in there in respect to which the landlord's consent ought to be required, or ought not to be required?—I think, as regards these improvements, the landlord's consent is necessary; your clause is very strong here.

62,760. You will see this in part 1: "Improvements in respect to which consent of landlord or a reference under the Act is required." Do you see any objection to any of these things?—That varies very much. In the Agricultural Holdings Act it is with the consent of the landlord. That is where you vary.

62,761. That is so, except this, that if the landlord does not consent, there is a means of going before an arbitrator to decide in case of dispute?—Yes, that I should object to, and I will tell you my reason for objecting to it. I do not think that any arbitrator would be qualified to say whether it was an improvement or not. I think that is for the landlord and his agent to say. If it was an improvement, I would grant it to him, but I should not like to put myself in the hands of a third person to say you may build this ugly eyesore, or something which I considered would not be a permanent benefit to the farm, and that I must have it done, and that I must pay for it too.

62,762. Besides, I suppose you use this argument, that the landowner or the agent would look to the improvement of the whole estate rather than look to the question of expending such a sum of money on an individual farm?—Well, yes, but I like to help individual farmers as well. For instance, supposing there was a mansion house, and they wanted to erect a butter factory close to it, connected with the farm, and I objected to it, they might say it would be a very excellent thing, but you do not think it would be right for an outsider to come and say, "Although the landlord and the agent object to it, it must be done, because I think it ought to be done."

62,763. Then, putting aside your objection to what may be called the compulsory reference under the Act, do you see any objection to these improvements being improvements in respect of which compensation is to be given in case the consent of the landlord has been given to making them?—In case the consent of the landlord has been given I see no objection. Of course there

are some we never hear of in this country at all.

62,764. Quite so; I should gather that from what I have heard?—I do not say anything as regards that point particularly. You have got drainage here in the first part. That was in the second part of the Agricultural Holdings Act.

62,765. That is so. Do you think that is an improvement?—Drainage is a very difficult thing. You cannot let a tenant do the drainage without supervision. Of course he can do it, but he must have supervision.

62,766. That is clearly the reason why the authors of this Bill have moved it from one part to the other part?—Yes.

62,767. Now, with regard to part 2, improvements in respect of which notice to the landlord is required, what do you say to that?—As regards these improvements I think they are very vague; there are "improvements of roads" for instance, that is a very difficult matter.

62,768. I take it that that means improvements to roads on the farm. I think you may take it that it means that on the true construction of the schedule? Take No. 19?—That I should object to very strongly, "laying down seeds other than temporary pasture for not less than two years." I do not see why the tenant should be compensated for that, because he has had the benefit of the seeds, and his land has also been laid dormant, and he gets the benefit of the land being laid dormant. As regards permanent pasture, of course I am all for compensation, but under the Agricultural Holdings Act he would have compensation.

62,769. Have you any other observation on part 2?—No, I think not.

62,770. What do you say with regard to part 3?—"Any other improvement increasing the value of the holding as an agricultural holding"—that is of rather a large scope, I think.

62,771. Of course the definition would be left to the arbitrators under the Act?—Yes. As for boning or claying the land, liming the land, marling, application of artificial manures, and so on, I should say yes, but "continuous good farming and cultivation and good husbandry in excess of the standard of cultivation, and good husbandry which the tenant was bound to maintain," I do not understand that, because I understand that every man ought to farm as well as he possibly can.

62,772. I take it that that is intended to mean exceptionally good management of the farm over a series of years. I know that some of the tenant farmers in the English counties are very keen to have this put in the schedule?—Well, of course I have a very good farm myself, and I farm it to the best of my ability, but it would be impossible for me to say what I should have in the way of compensation for over-farming. I am bound by my agreement to farm in the best possible way I can.

62,773. Yes, but I think that a lawyer or a valuer could draw a distinction between that moderate and reasonable keeping in repair of the fences or the buildings or reasonably good cultivation and that exceptional and con-

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[Continued.]

Mr. Brynmor Jones—continued.

tinuously good farming which is referred to in part 3?—Remember, we are speaking of Wales now. You see the tenants do not keep the buildings in repair; the landlords do that, so it would not affect the tenant in any way.

62,774. Many of the agreements that we have seen contain a clause that the tenant is to keep the buildings in repair?—They do nothing of that either here or in Yorkshire, except that in Yorkshire and in Derbyshire they have, for instance, a carpenter for a week at a time for small repairs.

62,775. Then to come to another topic?—You now come to the crucial topic.

62,776. Which is that?—The abolition of distress for rent.

62,777. What do you say about that?—Well, what are you going to substitute for it?

62,778. Action at law, the same remedy as other people have got?—Why should the tax collector be allowed to go in, and put in a distraint for taxes, poor's rates, and so on, when we cannot put in a distraint for rent?

62,779. I think the State stands in a very different position from that of a private owner; that is a sufficient answer to that perhaps, but observe what the Bill proposes to abolish is simply the right of distraint. You can still get your judgment, and have your *fi. fa.*, or *elegit*?—That would be a great expense. That is put in for the benefit of the lawyers.

62,780. I do not think so?—Well, I think it would be a most expensive business.

62,781. I do not think so, surely there has been no part of the law more fruitful of disputes than the law of distress?—I know that. I think we are very well off as we are, and I do not hold with the abolition of the law of distress in the least. I think there are some excellent things in this Bill of Mr. Channing's, and I should like to see some of them in force.

62,782. You think on the whole it is an improvement on the Act of 1883?—I will not say on the whole, but it is an improvement. There are many things I should like to see adopted in it. For instance, I would give way about the 28 days' claim that you have in the Bill. I do not see why the tenant and the landlord should not be on the same footing, the landlord to give 28 days and the tenant 28 days.

62,783. Would you approve of a suggestion that has been made before us that in case either the landlord or the tenant forgot to give notice in time, upon going to the county court relief might be got upon reasonable terms?—Oh, yes.

62,784. That is to say, if the county court judge thought no substantial damage had been done by the neglect?—I can tell you of instances in which I have been instructed to waive the time clause. In cases that have been brought before me I have been instructed to waive the time clause, and let the arbitration go on as though notice had been given in due course. I should be very sorry myself to take advantage of anything like that. If a tenant has done the improvements he is entitled to compensation.

Mr. Brynmor Jones—continued.

62,785. I have known advantage taken of it when I was a county court judge, and I have always looked after this, and tried to collect people's opinions upon it?—Well, I would give that, most certainly. If notice of claim has not been given in time there should be some process by which the defect might be remedied.

62,786. What I thought was this. The county court judge might say, "Order waiver of this" and notice on terms of paying all costs thrown away?—I should fully agree to that myself.

62,787. Leaving it to the discretion of the county court judge so that he might take care that no injustice was done by any stale claim or anything of that kind?—Just so.

62,788. Now, with regard to aids from the County Council for butter factories, and other matters of that kind. What do you think about that. I am thinking particularly of Mr. Penant's evidence?—I do not know about that at all. Butter factories are very good things, but the complaint I have in regard to, at any rate the Cheshire butter factories, is that they do not get the same price for their milk. The only security is that they get the money, but they do not get what they consider the full value for their produce, in fact I have been told by several of them that it pays them better to send their milk to Liverpool, even with the exorbitant rates, than to send it to butter factories.

Lord Kenyon.

62,789. Do butter factories pay large dividends?—I do not know; I cannot tell you that.

Mr. Brynmor Jones.

62,790. We have had very little evidence so far with regard to the labourers in this country. What do you say is their general position? What is their average rate of wages?—I think many of the labourers are better off than some of these small farmers. Their wages have increased, and as to the necessities and luxuries of life they can in fact buy very much cheaper than they ever could before. As regards the labour I pay on my farm, I give my carters 18s. a week and a house. The labourers get 16s., and many of them have houses. They are very much better off than a small tenant farmer.

62,791. Is there an adequate supply of cottages in the county, or do you hear any complaints from labourers that they cannot get cottages at reasonable prices?—I have to do with one estate, the Gwysaney estate, where I find that the bulk of the cottages we put up for the convenience of the farm have been let by the farmers, and they receive the rents for them.

62,792. You have not heard of any complaint of want of accommodation for labourers?—No. I have individually on my own farm most excellent cottages, and on the different estates we try to make them as good as possible, and in many cases they have a little bit of land.

Adjourned for a short time.

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[Continued.]

Mr. Grove.

62,793. You were kind enough to give us some information as to fixing rents on averages, and it would appear to be a most valuable suggestion, and we should like very carefully to consider it. With a view to understanding it fully, are we quite clear in supposing that certain grain is taken, say wheat, oats, and barley, and I think you said something else?—No; wheat, oats, and barley only.

62,794. In your lease of 1871 the standard there was 114s.?—114s., but I qualified that by saying that that was a repairing lease.

62,795. And in 1881 it was 100s.?—100s. for 30 years.

62,796. And that every shilling up and down made 1 per cent. difference in the rent?—Yes.

62,797. Do you take the fractional price of a shilling at all?—No.

62,798. You must have a complete shilling of difference?—A complete shilling, and it rises and falls with that shilling—1 per cent.

62,799. What are the restrictions; I suppose you have a special agreement to meet that kind of letting, do you?—No, it is an ordinary agreement. I have got two leases here; I will put them in for you to see. I should like to have them back, because they are the only counter-parts we have.

62,800. We will have copies made at the office, and they shall be returned to you?—These are the two I refer to (*handing same*). You will find the restrictions are the ordinary restrictions, I think.

62,801. Then we take it that these are just about the ordinary agreements?—The ordinary agreements; but I qualify the whole of that by saying that I recognise no agreement as regards farming in this country.

62,802. I quite understand that?—As a rule they farm exactly as they like.

62,803. But still if you were to base your rent upon a sliding scale of that character, would you still allow them to farm as they like?—Yes.

62,804. You would?—Certainly.

62,805. Would you make any difference whether the farm is so much grass land and less of arable, and so on?—No, I do not think so. There has never been a grievance about it, I think, in any way as regards the quantity of grass land. I think it is an important question, a very important question.

62,806. It is, and that is the reason why we would like to hear all you have to say upon it. For instance, have you had many of those leases in use?—I cannot say how many, but there are a good many.

62,807. And you think the tendency with a reduced price is clearly in favour of the tenant?—Undoubtedly.

62,808. It must be?—Well, if you take the figure even at 100s. now you would not get for a quarter of barley, a quarter of wheat, and a quarter of oats more than, say, 75s., would you?

62,809. Then a lease taken in 1881, based upon the 100s., would now be about a 25 per cent. reduction?—Yes.

Mr. Grove—continued.

62,810. That is what it would come to?—It would. Of course, you understand, to be perfectly clear, we make no abatements or allowances on those leases.

62,811. No, I think it would be a fair thing not to do that, certainly. What we were a little anxious to know was whether, in letting the land in that way, you put any special clause in your agreement to meet that?—No.

Professor Rhys.

62,812. You suggested, to begin with, in a comprehensive statute to apply to the whole Principality, that full compensation should be given to the tenant?—Yes, the statute would apply to England, too, you understand. I do not want separate legislation for Wales. There would be difficulties in England on account of the tenant right, but I do not want an Agricultural Holdings Act for Wales only; I want one for England and Wales. That is the line I took with this Bill of Mr. Channing's.

62,813. I was not thinking of that particularly, but I mean that is the tenant's side. Now I want just to ask you with regard to the landlord's side. I will give you a case that has come to my own knowledge. A man becomes practically a bankrupt a little after Michaelmas. He cannot be given notice to quit till the ensuing Michaelmas. So he has got the land in his own hands. He holds it, without an agreement, for nearly two years, and he will do no good with it all that time. The landlord is therefore obliged, in order to get rid of him, to grant him all he asks, namely a full half-year's rent, and the landlord is very glad to get rid of him at that price. Now, this comes under the question of waste that you alluded to just now. How would you deal with it?—I would have a clause to deal with that directly. Immediately a man became bankrupt he should give up the farm; he would do no good to himself, and he would do no good to the farm if he stayed on it to the time when he would naturally leave on notice.

62,814. That would meet the particular case I was putting, but I do not think it would meet the whole difficulty. Suppose he did not become bankrupt, but was to all appearances as would appear to any man valuing or looking at the farm, or as would be known to the neighbours, simply spoiling the farm, running it out?—The line I should take in that case would be to see the tenant, and try if I could not come to satisfactory terms to get him out of the farm, because if he stayed there I should take the coat off his back, which I do not believe in.

62,815. He would have no means to pay, we will say?—He would have nothing to pay; *ex nihilo nihil fit*.

62,816. And if he stuck to it he would go on with it till the end of his tenancy?—Yes.

62,817. But would you not provide some means of getting an injunction or some means of getting him to give up his tenancy?—Of course if there was legislation in some form or other I

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Professor Rhys—continued.

think it would be most desirable, but failing legislation I should try what I could do myself. I do not know whether I answer your question.

62,818. Not quite. Of course I should try to do what I could myself, in fact, it is what I did, but in case I failed I should like to appeal to some court to put an end to the tenancy without waiting for the farm to be further run out?—Well, we could embody that in the Agricultural Holdings Act that I spoke of, surely.

62,819. You would appeal to the county court or to some power to give you an injunction?—Yes, certainly.

62,820. And to send someone to inspect the farm?—Certainly; both in the interest of the tenant, and in the interest of the landlord as well.

Chairman.

62,821. I have some questions put by Mr. Llewellyn Jones: "Do you think there should be some security for the tenant so that he should not be disturbed at the caprice of the landlord?"—Such a case has never come under my observation.

62,822. "In your experience on estates in Wales, especially in the case of high land in farms, do you find English tenants succeed as well as Welsh tenants?"—Certainly not.

62,823. "Have there been many cases on the Gelligynan estate where English tenants have practically failed?"—No doubt, and not only on the Gelligynan estate, but on many estates around here. They are no good when they come to this country.

62,824. "And compelled to give up their farms?"—Yes. Understand when I say they are no good, I mean to say they are not accustomed to the conditions of farming here, and therefore they lose their money instead of making money, and many of them have left their own country for some reason when they come to Wales.

62,825. Is that due to the fact that the standard of comfort of English farmers is higher than that of Welsh farmers?—Some of the English farmers live just as hard as the Welsh farmers. I see no difference at all. I speak from a large and varied experience. I can go into farmhouses in England, and the farmers are just as hard living, and find it just as difficult to live as they do in Wales.

62,826. "Are Welsh farmers rented at a higher figure than English farmers?"—Lower as a rule.

62,827. You have seen Welsh farmers do very well in England?—I have, particularly on the borders, in Shropshire. I know several Welsh farmers on the borders in Shropshire who are doing remarkably well, and farming remarkably well. Then, my Lord, I omitted to put in, as I said I would do in my evidence in chief, the amount of money spent on the Gelligynan and Hartsheath estates. Mr. Llewellyn Jones's question reminded me of it. The present owner for life came into it in 1891. The amount

Chairman—continued.

spent on the property has been 2,619*l.*, or an average of 873*l.* 1*s.* 7*d.* The gross rental is 2,500*l.* per annum, the tithe paid out of this is 190*l.* There are several charges on the estate, and I think that is a typical case with many Welsh landlords; they wish to do what is right, and they have a very hard fight themselves to do it. The present owner is most anxious that his property should be in order. I think you heard Mr. John Parry say that it was in very good order, or getting into very good order.

62,828. Mr. Owen Wynne asks: "Do you think there is any difference between the tenure of land in Wales and in England generally, either as regards covenants or restrictions?"—None.

62,829. Then I have some questions by Mr. Vincent: "Have you any experience of shooting tenants on your estate?"—Certainly.

62,830. "Do the tenants get any benefit from them?"—I may say that until this agricultural depression took its present form, Sir George Cayley was anxious to reside on both his estates, one in Yorkshire and one here, and he spent part of the year here and part in Yorkshire, but in both places his rents were so reduced that he was obliged to let his Welsh place. He has let it to a shooting tenant. He (the shooting tenant) has other land as well, and I may give you these statistics. His name is Jones, and he is on best of terms with the tenants so far as I know. At all events, no complaints come to me as agent. He has a field of 12 acres for rearing purposes, and he has paid to the tenant direct, independent of us, 50*l.* (I am speaking now of estates that I have had to deal with myself, not from hearsay.) He takes 20 acres of poor land, which is worth about 5*s.* an acre; he gives 25*s.* an acre for it. He takes 14 acres from another farm worth 15*s.* an acre; he gives 35*s.* an acre for it. He takes 19 acres from another farm worth 27*s.* per acre, and gives 60*s.* per acre for it. He told me, and I believe it is perfectly correct, that every rabbit that he kills, what with paying for shooting rents and lands, costs him 7*s.* 6*d.*, and he raises a large number of pheasants. They are taken from the coops into the covers, and they are fed in the covers, and if there was any excessive damage I should hear of it, but instead of that it seems to me that in this case—I do not say generally speaking, but in this individual case—the shooting tenant rather helps the farming tenants if he makes this private arrangement himself with them. I know of another shooting tenant, that is Mr. Blezard of Pool Park. He has resided at Pool Park, I think, for 30 years. He is a shooting tenant, but I have never heard of the smallest complaint against him whatever.

62,831. Mr. Blezard lives at the mansion?—He lives at the mansion.

62,832. And so does this other gentleman, Mr. Jones, too?—Yes. Both are most liberal in giving their game, and I may say in the case that I particularly mentioned, that of Mr. Jones, who lives at Sir George Cayley's place, two

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or three of the tenants come and load when they shoot, and a great many of them come to see the shooting.

62,833. Those cases that you mentioned are cases of residential shooting tenants?—Residential shooting tenants.

62,834. People who take large houses with the shooting?—Yes. I do not mean people who come into the country and just take the shooting. These are residential people.

62,835. You do not allude to people who simply take the shooting of a farm just to shoot a lot of rabbits?—Oh, dear, no. I am speaking of people who reside in the place, and spend all their money in the neighbourhood.

62,836. Outsiders, strangers?—Yes.

62,837. Who would not be in the country under other circumstances?—Quite so.

62,838. They are quite different to the other sort?—Yes. I do not know whether it will interest you at all, but some years ago, on the Plas Heaton estate, the tenants took the shooting themselves over their own farms.

62,839. Were they charged anything extra for that?—I believe they were, but it was before my time. At all events, the arrangement lasted such a short time because they sublet their shooting to a shooting tenant themselves, and, when one tenant sublet his shooting at a rather large price, the owner of the estate, who had thought that he was doing a good thing for them in giving them the shooting, considered that he had better put an end to it, and so it ended in that way.

62,840. There are some further questions by Mr. Vincent. "Comparing the English and Welsh estates which you manage, is there any and

Chairman—continued.

"what difference in the treatment of tenants upon them respectively?"—I think it is natural that we do more for the Welsh tenant than we do for the English tenant.

62,841. You think more is done for the Welsh tenant than for the English tenant?—Yes, they have been accustomed to it, not as a matter of favour in any way. I do not wish them to think I say that for a moment. In England they are accustomed to employ carpenters to do little odd business about their farms, but they do not do that here, because they apply to the agent at the agent's office, and in their turn the mason or the carpenter is sent round. My intention and my object all through on every estate I have had to manage is to keep everything in as good order as possible, because I think it is the most economical way of managing the estate. Then there is one other question that Colonel Cornwallis West asked me to mention to the Commission to-day. There was a remark made about the buildings on his estate. I had occasion to go over his estate on business, and it was my duty to particularly inspect these buildings, and I think the gentleman who made the observation did it under a misapprehension, it was not wilful in any way, but I cannot help saying, and I think it is only due to Colonel Cornwallis West to say it, that I never saw farm buildings or houses, taken as a whole, kept in better order.

Chairman.

We are very much obliged to you for coming forward and giving us such interesting and valuable evidence.

The witness withdrew.

Mr. THOMAS WATKINS BOWDAGE called and examined.

*Chairman.**Chairman—continued.*

62,842. We have got an exceptionnly heavy list to-day, and the first witness was examined at very great length, occupying two hours and a quarter, so it would be a convenience to the Commission if you could give your evidence on another day if it was equally convenient?—My Lord, I have set apart this day for the purpose.

62,843. Very well. What does your evidence chiefly relate to?—Mainly as tenant for 13 years of one of the largest farms in the Vale of Clwyd, Cotton Hall Farm, a farm of 403 acres, on the Kimmel estate. I was resident agent on the Gwysaney estate, Flintshire, 20 years acting as valuer and adviser to it and other estates; also farming a large sheep, cattle, and mixed farm as tenant, and managing a farm for the landlord. Then, in addition, I want, with your permission, to refer to the evidence at Mold.

62,844. In order to rebut?—I am going to ask permission to state the whole facts of the case. I have given Mr. Davies notice to this effect.

62,845. You have given no notice of intention to give rebutting evidence?—I beg your pardon. I have given notice to Mr. Davies by registered letter.

62,846. You have given no notice of rebutting evidence?—Yes, to state the full case.

62,847. You have given no notice of rebutting evidence?—Yes, I have given Mr. Davies notice.

62,848. But you have given the Commission no notice of your intention to give rebutting evidence?—If you will allow me to read this you will see what I have done. This is the letter I wrote to Mr. Davies:—"Dear Sir,—In your evidence at Mold you have made an *ex parte* statement calculated to mislead, and having connected my name therewith, I hereby notify that in my evidence on Wednesday or Thursday next I shall state the whole facts to the Commission."

62,849. Very well; if Mr. Davies has had notice you can go on?—I have served that letter by registered post.

Mr. Grove.

The letter mentions Wednesday or Thursday, so that Mr. Davies would not know on which day to be here.

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[Continued.]

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62,850. In fairness all round we always try to have the rebutting evidence given in the presence of the party whose evidence is rebutted. Do you not think that you should defer that part of your evidence until Mr. Davies is here?—I am quite willing to do that, my Lord; but there are several misleading features in which my reputation is affected even since I came into this room. There are facts we are here to-day to prove. Although to a certain extent some part of what he said is true, he has withheld evidence which entirely justifies the action which was taken.

62,851. Do you say you have got evidence in the room?—I have evidence in the room, and I have the whole particulars to lay before you.

62,852. Very well. Then we will go on with it; but you will see the reasons why I suggested you should defer it. First, in common justice to the other gentleman; and, in the second place, we have had evidence at inordinate length this morning, and we have very heavy business to-day, sitting in two courts. I am sure you will confine yourself as closely as possible to material evidence?—Perhaps you will take my evidence as a tenant first, and take my rebutting evidence afterwards.

62,853. Very well; then for the present go on with your general evidence.—I am here as tenant of Cotton Hall farm, 403 acres, which I have occupied for 13 years. Its rental is now 600*l.* a year, with rates and taxes amounting to about 160*l.* I was resident agent on the Gwysaney estate, Flintshire, for nearly 20 years, acting as valuer to it, and adviser to some other estates. I also farm a large sheep, cattle, and mixed farm as tenant, and manage a farm for the landlord. The district that I wish to give evidence about would be the Vale of Clwyd and part of Flintshire, and referring to Mr. Davies' evidence at Mold. I will begin with the question of agents. Where agents are appointed who are lawyers or other professional men without practical knowledge of farming, which is most desirable, they are, on estates of any importance, usually supported and assisted by practical resident agents or bailiffs. Then the date of entry is Michaelmas. All land, except the boozey pastures, November the 30th.

62,854. That is the ordinary tenancy?—Yes; I can hand in my agreement. Farms are let mainly from year to year. Leases are quite the exception, and in the present state of agricultural depression no discreet tenant would apply for a lease. There is no demand for leases or landlords would be only too ready to grant to suitable tenants with sufficient capital. No tenant would incur the risk of sinking his capital by being bound by lease, whilst the facilities offered to foreign importations have so over-glutted our markets, and the inequality of railway rates has affected the all-round market values of farm produce and stock 30 per cent. in the last ten years, and rendered farming under present conditions quite unprofitable. Landlords are quite alive to the importance of good tenants

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who farm well, so that with few exceptions the position of such tenants with a yearly agreement is as safe as a lease, and much better for the tenant. We hear of no changes of tenancy at the instance of landlords, whose interest it is to keep their tenants on, and have generally submitted where it was possible for a tenant to continue his tenancy on terms favourable to the tenant; tenants there are continually falling out who have lost their capital. No cases of hardship have come under my notice. I have a copy of the agreement if you wish it produced.

62,855. What estate are you on?—On the Kinnel estate.

62,856. We have already had the Kinnel agreement?—Then I am asked, "Are tenants usually given a copy of the agreement or lease, or, if Welsh-speaking, are their contents explained to them?" Yes; there are few tenants who are not fully capable of looking after their own interests. Then as to rent. In the Vale of Clwyd the average rents run from 25*s.* to 40*s.* per acre for ordinary farms used for the purposes of husbandry, but some of its pastures, let as accommodation lands, are usually let at from 50*s.* up to 80*s.* per acre. Rents have usually been arrived at by acreage valuations, when all tenants who are business men carefully estimate what is the aggregate of tithes, rates, and taxes, and take their farms with the full knowledge of what the outgoings are. The Vale of Clwyd, being a purely agricultural district, has not been subjected to fluctuations, so that rents are uniform according to the class and quality of the land. Per-centages of from 5 to 15 have been allowed by most landlords. There is more demand for small farms than large ones, but even these have to submit to reduced rents. Large farms can only be taken up by men of capital, and the number of such tenants are becoming each year less. Those, therefore, who are thus qualified are able to make their own terms both as to rents and accommodations of premises and other requirements. Land hunger for small and desirable farms previous to 1880 had undoubtedly raised the rents of the more desirable and smaller farms. Then, the usual rent from upland farms is about 20*s.*, and from lowlands about 30*s.* Then, "Is the right of pasturage over a common, &c., taken into account when the rent is fixed?" There are mountain runs which a tenant will always estimate the value of according to the amount of horses, cattle, or sheep it will carry and produce returns in cash, but there are no other common runs. The next question is, "Are there any services other than the payment of rent rendered by tenants in respect of their farms?" On some of the old and large estates the cartage of coals for landlord's use is stipulated for in the agreements, but, like all other outgoings, is taken into calculation.

62,857. That is not done much now, I suppose?—It is done in some places. We have a rule as to it on the Kinnel Estate, but I was told when I

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took the farm that I had so much coal to cart, and I made that a consideration.

62,858. Does Mr. Hughes of Kinnel insist on that being done?—Well, I did not do it last year, but I usually cart 20 tons. Then rent is fixed by proposal followed by private treaty. I have for many years adopted the system of valuing the gross value, including the tithe rentcharge, and then from the gross estimated value deducted the amount of the tithe, so that the tenant is only asked to pay the value of the land less the tithe, except in case where the tithe is merged with the rental, the landlord being lay impropriator. (*Valuation book produced.*) I should like to show you the valuation book of the Leeswood and other estates and farms where I have always made a point of finding out what the tithe is and deducting it. I do not think it is fair to the tenant to do otherwise.

62,859. You can put that in afterwards?—Certainly. The days of letting holdings to the highest bidder are past. Tenants are difficult to find, and often cause landlords and their agents great anxiety, and they have often to fall back upon the best terms they can make, which is a considerable decrease, and land will now inevitably find its market value, but landlords will be acting wisely to keep as many of their present tenants as possible. As to the acceptance of tenants with sufficient capital, there is no doubt that many tenants are accepted with insufficient capital, and in consequence lands are starved with labour and manure, and become deteriorated. Rents are usually settled by landlords and their agents and tenants, and their advisers, and values are well understood. Previous to 1880 there was considerable demand for farms of all descriptions, and in consequence rents rose in many instances according to the demand. Many large farms have been permanently reduced from 10 to 30 per cent. Temporary abatements of rent are from 10 to 15 per cent. Then as to any notice being previously given to the tenants of such intended abatements, intended returns are always announced with the rent notice. "When rents are raised or reduced, does the change depend on a re-valuation? If so, by whom conducted, and at what intervals is it usual? If not, does the change depend on fluctuations in prices, or on what other principle (if any) is it based?" No cases of rents being raised; old rents have to be reduced, and tenants applying are able to make conditions according to estimation of market values; but with downward prices farms are often let at more than their present value. "What have been the chief fluctuations in prices affecting rent within the last 50 years?" Bad seasons, foreign importation, cheap shipping, and railway rates on all kinds of foreign produce, prejudicial and very unfair, and unequal railway rates on all home-grown produce, and live and dead stock. The conditions thus established have effectually reduced the values of all home-grown stock and products 30 per cent. Then, as to

Chairman—continued.

charges on the land, the tithes are paid by landlord and collected from tenants; but there are several estates where landlords have taken over the payment without collecting from the tenant. The chief rent, income tax, and land tax are paid by the landlord; local rates by the tenants. Local rates have undoubtedly increased, and are paid by tenants. The land as compared with personal property is most unfairly assessed, and this is a most vital point for the consideration of the Commission. The farmer whose rental would be 300*l.* would be assessed for income tax on 150*l.*, and for poor rates about 275*l.*, which at a low average of 2*s.* 6*d.* or 3*s.* in the pound would be poor rates, say, 35*l.* per annum, whilst an ordinary tradesman earning 150*l.* income would occupy a house from 28*l.* to 30*l.* and would thus pay poor rates about 4*l.*, whilst personal property invested in the funds and other safe securities pays only Imperial taxations and escapes altogether local charges, to which the owner of land is fully chargeable. Then, "Do you know of instances where either party contracts out of the operation of the Agricultural Holdings Act?" Few agreements previous to the Act (1883) provided for fair and reasonable compensation within the meaning of the Act. Consequently most farms throughout the district are under the jurisdiction of the Act, but it is seldom resorted to and not appreciated by tenants, who, after serving notices, often get served by landlords with counter-notices; and results are not satisfactory. Farmers do not apply for written consent for specific improvements under the Agricultural Holdings Acts, because the Acts are not popular. Then as to instruction in butter and cheese making, five years ago a dairy school styled the Flintshire and Denbighshire Dairy School Company, Limited, was established at Lleweni Hall, the adjoining farm to this. It was started through a handsome gift of 300*l.* by Mr. Ralli, and shares of 1*l.* each were taken up by influential gentlemen and tenant farmers, and it has been doing excellent work under the auspices of the North Wales College, Bangor, as one of the branch schools, the others being at Bangor and Welshpool. Lleweni School is now being taken over by the Flintshire County Council, whilst the Denbighshire County Council have so far withheld their connexion with the school, although the terms offered them have been most favourable. Field experiments and instruction in other agricultural subjects are carried out by the college and are availed of to their fullest extent. Then as to facilities for the carriage and disposal of agricultural produce, we are very heavily handicapped. The main line from Ireland passes through the district, and Irish produce finds its way into the large centres at less rates than our produce. Then as to the extent tenant farmers and their wives take part in the manual labour of their farms, I say, very much of the manual labour depends on farmers and their sons, and the house and the dairy work is mainly done by their wives and daughters. The scarcity of good women

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servants is a crying evil. Children are seldom paid wages, but are content with food, raiment, and as much pocket money as can be afforded, which is often very little. Present rents, or even farms managed, could not be maintained but for the many working families. No farmer can hold his own in these times but by dint of great industry of himself and all about him.

62,860. Is it your opinion that the present rents can be maintained under present circumstances?—Well, it is very difficult. The best people to carry out the working of farms are those that work with their families. The more they can supply in labour of their wives and sons the better able they are, if industrious, to carry on the work.

62,861. You consider the times are very bad?—Decidedly.

62,862. And in these bad times do you consider the rents are far too high generally, speaking as a practical man?—I think there is no question, although we are met very fairly with the reductions, and we have managed to make both ends meet, and it depends to a greater or less degree upon industry and good management. I believe that where farms are indifferently managed, under laboured, cannot hold their own; but where they are well laboured, with plenty of labour, and the utmost is done in the way of outlay, and the family and all about them are industrious, that is to say when labour is properly applied, I think with the reduction they are getting they can hold their own, although it is difficult to make things meet.

62,863. Then you think the rents are not too high, practically?—Well, I think it is a rather difficult question to determine. I say it is just as much as we can do at the present moment to hold our own against the existing foreign competition.

62,864. May I put it in this way; if these things go on can the present rents be maintained and the farmers live?—I believe that the farmers' capital is not increasing, certainly. There is, to speak fairly, a little improvement in the times, and I believe if foreign competition were less heavy upon us, we might be able to meet the present times, with the reductions we get.

62,865. But you will give no decided opinion. Then we will go on to the question of labourers?—On small farms most of the work, or fully half, is performed by the farmer's family, but on large farms the great proportion has to be hired, and is a most expensive item each year, besides being more difficult to manage. Expenses of labour is still increasing. We cannot tell to what extent it may increase. On many farms all the labourers are lodged and fed on the farm premises. On others, where there are cottages, they are on their own food and charges. That, I think, concludes my evidence.

62,866. Now, as to your rebutting evidence. The Commissioners are very strongly of opinion that this rebutting evidence should be given in

Chairman—continued.

the presence of Mr. Davies. We are extremely anxious that there should be no favour or partiality either to landlords or tenants. That we are determined, and so far as we possibly can we will carry that out. We put it to you very strongly whether you will persist in giving the evidence to-day?—I simply wish to put Mr. Davies right, as well as myself. Mr. Davies has made an *ex parte* statement, and he has stated part of the truth, and the most important part as affecting my position and the position of the estate he has left untouched. What I simply ask is to be allowed to put before the Commission the exact position of the facts. We have brought here to-day at some expense all the books by which we can show exactly what did take place, and I think it would be satisfactory. I think even Mr. Davies himself would be pleased, especially in his position as a minister of the Gospel, that the facts should come out. I am sure he would not like to have been the means of circulating that which was a misrepresentation. Therefore in justice to the public and in justice to myself, and in justice to Mr. Davies, I think we are entitled to ask that we should put forward the facts, the bare facts.

62,867. (Mr. J. E. Vincent.) May I say that Major Birch thinks it will be more satisfactory if Mr. Bowdage will give the rebutting evidence at Rhyl?—Very well. It will put a very different complexion upon the matter before the public.

Chairman.

We are most anxious that everything should come out in the clearest and most unequivocal manner. That you may depend upon. Then we shall have the pleasure of seeing you at Rhyl and hearing what you have to say.

See
65,130—
65,228.

Mr. Brynmor Jones.

62,868. Do you think that the agricultural depression has increased since the year 1884 or 1885, or not?—Oh, decidedly.

62,869. Do you think the results, as far as the tenant farmer is concerned, may be described as disastrous results each year?—In many cases. There are exceptions. I have to qualify what I have to say. There are men who have plenty of capital, farming thoroughly well, and making the best of their lands, who are able to meet the times in a very different way to those who are under-capitalised and under-laboured.

62,870. Have the landlords met the tenant farmers by reductions or by abatements to as great an extent as they ought to have done?—As much as they have been able to afford.

62,871. That is not an answer to my question. I say as much as they ought to have done?—In my own case, and by my own experience, I think they have.

62,872. And you think the tenant farmers have been inclined to meet the landlords too?—Decidedly.

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[Continued.]

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62,873. Then you do not think there is any need for more reciprocal feeling between landlord and tenant?—I do; but—

62,874. Stop a moment. If the landlords have done everything they ought to, and the tenant farmers have done everything they ought to, how can you say that there should be more reciprocal feeling?—I say, Sir, that I must qualify what I said by saying that the better feeling which is established between landlords and tenants is likely to create a better state of things, and is likely to do more for the promotion of good farming than any Act of Parliament either in force or in contemplation.

62,875. But is it not the fact that the want of reciprocal feeling between landlord and tenant has been one of the causes of agricultural depression?—Well, we have had in this neighbourhood very strong feeling expressed about the tithe agitation, and all that sort of thing. I say in my opinion, if tenants went to their landlords and stated their cases fairly, it has not been my experience that landlords have not fairly met them, but where they have been threatened, I think there has been a stress of feeling which ought not to exist.

62,876. Perhaps you will kindly answer my question, if you can. You have given a general kind of answer to it. Cannot you answer categorically?—Certainly.

62,877. Do you consider that the want of reciprocal feeling between landlords and tenants has been one of the causes of agricultural depression?—Well, it is scarcely—

62,878. Kindly answer yes, or no?—As a rule I do not.

62,879. Did you read a paper on agricultural depression sometime in 1885?—I read many.

62,880. Did you say then "that the fact of the capital of the tenant farmer decreasing year by year, and the want of more reciprocal feeling between the landlord towards tenant, in order that an interest so vitally important to both may, before it is too late, be saved from shipwreck"?—Yes, I did, and I still think so.

62,881. How do you reconcile that with the answers you have given me?—It is matter of degree. I say there are many landlords who do look to their tenants' interest and do reciprocally treat their tenants, while there are some who do not so reciprocally treat their tenants, and from reasons over which they have possibly no control they have not the means of making reductions, and doing building to the extent necessary.

62,882. Then you say again, "The fact of the capital of the tenant farmers decreasing year by year, and the want of more reciprocal feelings between landlords towards their tenants, in order that an interest so vitally important to both may, before it is too late, be saved from shipwreck, is one, although it requires approaching with the greatest caution, which is nevertheless true, and no longer a tenant can retain command of a sufficient capital so that his lands may be properly stocked and cropped, and the best

Mr. Brynmor Jones—continued.

"cases of husbandry applied"?—That is my paper. I did say that, and I do still think so.

62,883. Then, bearing in mind what you said in 1885, do you still think that the landlords have done everything, as reasonable men, to save what you call the now tottering fabric of agricultural interest? Do you say they have done everything they might?—I do not know about that. They have done everything they have been able to do and that they can afford to do, in most instances. There are exceptions to every rule.

62,884. Then the landlords have done everything they can, and the tenants have done everything they can. What practical remedy do you suggest?—A better kind of feeling. When tenants take farms they are supposed to take them on conditions which are likely to be fulfilled. I say that a landlord has an equal right to expect when he lets his farm that his tenants will not shirk their obligations, that they will be honest in carrying out their obligations, and then we shall have a better state of things.

62,885. But better feelings alone cannot affect an economic situation. What acts, what deeds, what course of conduct do you suggest?—I apply it to my own case. I find, whenever I have pointed out that I wanted alterations or improvements, I have been very fairly met, and I think tenants, when they take farms, if they will convince the landlords that they mean to farm well, and that they mean to make the best of the land, will be met quite fairly by any landlord. I think any landlord, however straitened in circumstances, will do his utmost to support a tenant of that kind, and when you have this reciprocal feeling—

62,886. Excuse me, I am not suggesting that the landlords have not done so. I am taking your own view that landlords have done everything they reasonably can, and yet there is agricultural depression; that tenant farmers have done everything they reasonably can, and yet there is agricultural depression?—From what cause?

62,887. Just so. What remedy do you propose?—Well, I know that the times are past, and we shall not have protection, but, so long as we have foreign importations flooded upon us, and so long as we have unfair rating, so long as the land is charged in the way I have described, I think the land is overburdened and is paying a larger proportion than it ought to do, and the tenant farmers in these cases have not a fair chance against foreign competition, for we know that in the large centres, such as Manchester, if we have a rising market at any time, another fortnight brings across a glut of stock in that market.

62,888. I understand you think a proper measure of protection might be a relief, but that you recognise that is impossible?—I do not think any sensible man in the present day would propose it in the face of the masses. If we have protection it will have to come from the masses themselves, but not till then.

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Mr. T. W. BOWDAGE.

[Continued.]

Mr. Brynmor Jones—continued.

62,889. Very well; then we will put protection on one side. Then what is your practical course, I still ask?—My practical course is this. We must do the best we possibly can. It is very difficult, I think, amongst all the causes that are mentioned for anyone, from the highest to the lowest, to bring forward a remedy. The remedy is better prices.

62,890. I do not know that quite. There are remedies suggested to us by a large number of witnesses which would alter the situation. For instance, it is suggested that a court might be formed which could adjust rents?—Well, I am not in favour of a court. I think anything which would interfere with freedom of contract between landlord and tenant would be a decided drawback to the country, and would do an infinite amount of damage.

62,891. Do you know Major Birch?—I do.

62,892. Is his judgment one that you would rely upon?—As much as any man I know of.

62,893. He suggests interference?—Not to that extent.

62,894. He suggests a statutory tenancy?—He suggests an Agricultural Holdings Bill applying to the whole of England and Wales, does he not? And I am not sure, if it was a fair and just one, whereby the landlords would be treated fairly as well as the tenants, that I should not agree to it. I would require a little bit of hesitation before I went the whole length of saying that I agree entirely with it.

Mr. Grove.

62,895. About your butter school. You spoke of the butter school being worked by Denbigh and Flint jointly?—I did.

62,896. Is it successful?—Up to a certain point. It was carried on by a board of directors. Mr. Ralli made a present of 300*l.*, and it was then taken up by a board of directors, of tenant farmers, mainly at 1*l.* per share, and very successful work has been carried on. It was carried on for several years under that board, and now it is, so to speak, in a state of transition. The school is carried on under Captain Pennant as chairman, and through him most excellent work has been done. Pupils have been turned out, and I think I may say at the present time there are three adjoining places that have supplied three teachers, the Llewellyn School (Miss Roberts), the Cheshire School at Worleston, and

Mr. Grove—continued.

the Bangor School. Excellent work has been done; but the object of my remarks was this, I am not quite satisfied in my own mind as a practical man that the Denbighshire County Council are up to now doing what they should do.

62,897. I suppose you strongly advocate, naturally, the tenant farmers taking a great interest in the matter?—Oh, decidedly, it is the most paying thing.

Chairman.

62,898. Some questions are sent up by Mr. Vincent: "The rent of your farm was reduced from 800*l.* to 600*l.*, was it not"?—Eventually. In the old tenant's time it was 800*l.* It was then reduced to me to 750*l.*, then to 700*l.*, and afterwards to 600*l.*

62,899. "How long ago was that"?—About five years ago.

62,900. "Have you had 10 per cent. abatement in addition"?—Two or three times.

62,901. This is a question by Mr. Owen Wynne: "Are you on perfectly friendly terms with your landlord and his agent"?—Yes.

62,902. Then there are some questions by Mr. Llewellyn Jones: "You state the labour bill has increased"?—Yes.

62,903. "And that prices of stock have decreased"?—Yes.

62,904. "In view of this, do you say that the condition of farming has improved"?—No.

62,905. "How long have you been tenant of Cotton Hall"?—Since 1880.

62,906. "Who was the tenant of Cotton Hall before you entered"?—Mr. Emrys Evans.

62,907. "Have you heard what rent he paid for the farm"? I think you said 800*l.*?—800*l.*

62,908. "Did he apply for a reduction of rent"?—I do not know.

62,909. "Did he leave because this reduction was refused"?—I would not like to say.

62,910. Could you answer?—I would not like to say. I do not know what his object was. I believe it was so.

62,911. You are not aware whether he did ask for a reduction?—I believe he did.

62,912. I will put the question again—"Did he apply for a reduction of rent"?—I believe he asked for it to be 600*l.*

62,913. And did he leave because the reduction was refused?—I think so. He wanted to retire from business.

Re-examined
65,130.

The witness withdrew.

Mr. ALEXANDER BORTHWICK called and examined.

Chairman.

62,914. Where do you live?—Plas Llewellyn, Llanellian.

62,915. Will you kindly give us your statement?—I will give my evidence following the order of the statement which I sent to the Secretary, and I shall be prepared as I go on, or at the close of it, to answer any questions the

Chairman—continued.

Commissioners may think proper to put to me. I think that course will save time.

62,916. You know that there has been a great deal of general evidence given to the Commission?—Yes. I will try and omit those general matters as much as I can, and be as brief as possible.

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Mr. A. BORTHWICK.

[Continued.]

Chairman—continued.

62,917. Thank you. Will you tell us everything that is of interest to the Commission within your experience?—Yes. My evidence will refer to the estate of the trustees of the late Major-General Wynne, of Coedcoch in particular, and in general the districts adjoining this estate. I am a tenant farmer, and have occupied the farm of Tan y Derwen, in the parish of Llanellian since 1868, and Plas Llewelyn in the same parish since 1880. I am also a member of the Conway Board of Guardians, and vice-president of the Assessment Committee. The acreage of these farms is 232 acres. First of all with regard to the method and state of agriculture. The farming pursued in the district is mixed husbandry, about one-third tillage and two-thirds pasturage. The stock kept is for the most part dairy cattle and young stores. The land is fairly well cultivated, and in good condition, but is capable of yielding heavier returns by a more liberal use of cake, particularly on grass land. I believe in this, that the most prosperous years are those in which the cake bill is the biggest. The farmers themselves are frugal and industrious. They work hard and live hard, and it is common for the members of the family to assist on the farms. Then as to the relationship existing between landlord and tenant. Speaking with reference to the estate on which I reside I can bear the strongest possible testimony to this fact that during the whole of my experience the very best feelings have existed between landlord and tenant.

62,918. Whose estate is this?—The estate of the late Major-General Wynne.

62,919. Coedcoch?—Coedcoch, near Abergele. There has been absolutely no instance in which a tenant or cottager has suffered in any way in consequence of his religion or politics. I do not believe, in the selection of tenants, that any preference has been shown to one sect or political party more than another. In fact an applicant is never asked what his views are in this respect. Several of the tenants and their ancestors have been on the property for generations, their farms going from father to son, or son-in-law, and so on. I have good ground for saying that the late owner of the estate, Major-General Wynne, now deceased, was liked and respected by every one of his tenants. In April 1892 I was chairman of a committee appointed by subscribers to a testimonial to General Wynne. There were 217 names on the list. Having the best opportunities of judging I came on the conclusion that it was a movement prompted solely by motives of genuine attachment.

62,920. In what year was that?—It was in April 1892. General Wynne died last year unfortunately. In 1886, 1887, and 1888 General Wynne allowed abatements of 10 per cent. on each half year's rent. These abatements are still continued by his successors.

Then as to the depressed condition of agriculture, its causes and remedy. The present agricultural depression began to show itself in an acute form as soon as the importation of dead meat came in on a large scale. In my opinion it will

Chairman—continued.

remain depressed as long as trade continues to expand as it is now doing. I do not attach so much importance to the importation of foreign grain, the dead meat trade is the heaviest blow that has fallen on the British farmer. The magnitude of this trade is matter of common history, and no doubt the Commission is well acquainted with the figures relating to its rise and progress. I have it on the authority of one largely engaged in this trade that in London alone 35,000 carcasses of frozen mutton is sold weekly, while it is nothing unusual for one vessel to bring in 80,000 carcasses, and in the case of beef 20,000 quarters. Quite recently one vessel brought into London foreign butter to the value of 50,000*l.*. Then the Americans send us a large quantity of chilled beef, amounting to fully 20,000 quarters per week. An important question arises, namely, at what prices can this supply of foreign meat be disposed of so as to leave a sufficient profit to the senders. I have the best authority for saying that what they consider paying prices are as follows. I wish the Commission particularly to attend to these figures which I am about to give.

62,921. Yes, with regard to the dead meat trade?—Yes. 3*d.* per lb. for beef carcasses, 3½*d.* per lb. for best New Zealand mutton, 2½*d.* per lb. for Australian mutton, 4½*d.* per lb. for best New Zealand lamb.

Mr. Grove.

62,922. Where are those meats delivered at those prices?—At London, Liverpool, Manchester, Birmingham, Glasgow, or Edinburgh,—delivered to the seller.

Chairman.

62,923. What is the price of mutton in the market to-day?—Foreign mutton?

62,924. No, our mutton?—7½*d.*

62,925. What is the retail price of mutton in Denbigh?—It would depend upon the cut. I suppose 9*d.* would be about the average, 8*d.* to 9*d.* the actual retail price.

62,926. 8*d.* to 9*d.* per lb.?—Yes, my Lord. Such a trade was never dreamt of when the great majority of the present covenants between landlord and tenant were entered into. I am bound to say that landlords ought seriously to consider the disastrous position their tenants have been brought into through the extraordinary fall in the value both of fat and store stock. I am quite sure that but for temporary abatements putting off the evil day many thousands of men would have gone down.

Then as to legislative interference between landlord and tenant, I think that a tenant should have the land at a fair rent, such a rent as will enable him to live without embarrassment. Where parties are mutually reasonable there should be no difficulty at all in two practical men fixing such a rent without judicial interference. A tenant ought also to have freedom of cultivation and freedom of sale of produce. The old order has changed completely. With so many means at hand of keeping up the fertility of the soil there is no need to

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MR. A. BORTHWICK.

[Continued.]

Chairman—continued.

bind him down to consume this, that, or the other thing on the premises. If a tenant cannot be trusted with the due disposal of what grows on the land from year to year, he is not fit to be entrusted with the land at all. While there may be restrictive conditions in the agreements with which I am personally acquainted these are not enforced; and practically the tenant has as much freedom as he need desire. As for fixity of tenure, so long as he pays his rent, and cultivates at all decently, he has that to the full. There has not been an ejectment on the estate for the last 30 years at least. There is one thing that would do more for the farmer than anything Parliament could enact, and that would be a lessening of competition for land. This is gradually coming to pass. There are fewer applicants for farms than there were even 10 years ago, and to secure a good tenant now landlords must be prepared to take a reduced rent. Poor farms are difficult to let even at a low rent. Then I have a note upon the inequality of rating, but I think that was dealt with by the previous witness, and I do not know that I need give it.

62,927. Thank you?—I hold that a farmer is placed at great disadvantage by the mode in which local rates are levied. A farmer is rated on his full rental, less 10 per cent. for repairs. This rateable value will represent fully more than his income even in good times. In the same parish there are often professional men and persons of large independent means. These reside in houses rated probably at 50%, 60%, or 70%. Upon this amount, less 20 per cent., they are assessed, whereas their incomes may perhaps run up to four figures. Of course, I am aware of the objection that this is a landlord's question, because the rates influence the amount of rent to be paid. It may be so, but that does not remove the injustice, nor free the farmer from being the sufferer in the long run. Take the income of an estate at 10,000£ a year. The landlord, through the tenants, pays on 9,000£, besides a full proportion of rates on his own mansion. This with the tithe, which in North Wales usually runs from 3s. 6d. to 10s. per acre, constitutes a heavy burden on the land, rendering it in many cases almost impossible for a landlord to do full justice to his tenantry. Then I come to the question of game. In regard to game, there is really nothing at the present time for a tenant to complain of in the district to which I allude. Of course I am dealing with that only, because I have heard something said which is different to it here—

62,928. Yes, we understand that?—In consequence of the Ground Game Act, hares are almost extinct and rabbits are very few in number. No reasonable tenant would object to a fair amount of winged game, which really does very little injury to anything; and this from my long experience I can vouch for. I would like to take this opportunity of saying that landlords might materially assist their tenants by endeavouring to exterminate wood pigeons. They are most destructive to crops, especially

Chairman—continued.

clovers and young swedes. I have seen a whole field of swedes immediately after thinning stripped from end to end of their leaves, and until fresh leaves came these turnips simply stood still. I believe on certain farms wood pigeons and rooks are responsible year after year for a loss equal to 10 per cent. on the rental.

62,929. You have great practical experience of this neighbourhood?—Yes, of the neighbourhood to which I allude I have long experience.

62,930. You think that farming is in a depressed condition?—I do distinctly think so.

62,931. And that farmers find it very difficult to make both ends meet?—They do really.

62,932. In your opinion are rents too high under the present prices, generally speaking?—I believe that is the general opinion of all men who are practically engaged in agriculture; that the present rents cannot be paid out of the present prices of produce, they cannot continue to be paid.

62,933. That the tenants cannot go on farming at the present rent?—Without serious loss of capital. Their stock is decreasing; it is growing less, and their capital is growing less; that is my opinion.

62,934. I suppose on an estate like the one you describe you would think there is no need of a land court?—No, my Lord, no need whatever. There is no necessity for it. I may say that I meet the whole of the tenantry twice a year at the rent dinner at which I take the chair, and I am conversant with their practical opinions, and I can say that I never heard one farmer say anything in favour of a land court, nor do they wish to have it.

62,935. So far as they are concerned they are perfectly satisfied?—They are perfectly satisfied.

62,936. Do you go amongst other tenant farmers at all? Have you any experience of other districts?—Yes, my Lord, of other districts in which I have been.

62,937. In other districts is that the same?—In the districts of Conway, of Abergele, and of Llanrwst, the same feeling, generally speaking, prevails. You may find an individual here and there speaking in favour of it, but taking the great bulk of the tenantry and putting it to their deliberate and conscientious vote, I am quite sure they are not in favour of anything of the kind. They much prefer to make their own bargains directly with the landlord or his agent, and they are quite capable of doing so.

62,938. Did you hear Major Birch's evidence?—I did, my Lord.

62,939. Do you agree with it?—On the whole I agree with Major Birch. There were one or two points that I need not enter into, which are immaterial, and upon which I differ from him, but on the whole I agree.

62,940. Do you agree with him that these yearly agreements are not really worth the paper they are written on?—They are merely waste paper, and I think every agent in North Wales

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[Continued.]

Chairman—continued.

would say the same thing. The tenants, I believe, do not ever read them, or know what is in them generally speaking, and they cultivate very much as their fathers have been in the custom of cultivating before them. There is very little difference so far as I can judge, for many years back in the mode of cultivation. They go on from year to year in the same manner and method.

62,941. On the good estates we may take it, at any rate, that these agreements are not worth the paper they are written on?—They are not worth the paper they are written on.

62,942. What language do your tenants use amongst themselves?—The Welsh language.

62,943. Do you understand Welsh?—Not very much of it.

62,944. Do you find that any inconvenience whatever?—Not in the slightest. I have never found it any inconvenience.

62,945. They are able to express themselves in English?—Most of them are sufficiently able.

62,946. You mentioned just now that there were rather fewer applicants for farms?—That is so.

62,947. Do you ascribe that to the effect of the depression?—I believe that is the effect, particularly on large farms. There are fewer applicants for large farms; very much fewer than there were 20 years ago. Large farms are difficult to let.

Mr. Grove.

62,948. You say that a fair rent should be arrived at; how do you suggest that should be arrived at?—I think that most practical men, looking now at the market prices of all kinds of produce, both of grain and meat, would be able to give a judgment as to what was a fair rent as well as they could value a stack of hay, or a stack of wheat, or anything else.

62,949. But assuming that a court of some kind were brought into existence for the moment, if the landlord and the tenant were first of all to try to agree between themselves both as to the rent and as to the conditions on which the land is to be held, in many cases, I suppose we may assume, that they would agree?—They would agree.

62,950. In most cases?—In most cases they would agree.

62,951. Then this court need not be resorted to except when they failed to agree?—Precisely. It is extremely difficult for anyone who is not resident upon the land, and acquainted with the produce from year to year, and the climate, and every other condition—any outsider—to judge of the value of land on any farm.

62,952. Then I suppose you will go so far as to say that if a valuer who is not acquainted with the district were to value land, he ought perhaps to go over the farm twice in two different seasons?—He would be very apt to come to a wrong decision. I can give you a practical illustration of that, in which a farm, to my

Mr. Grove—continued.

knowledge, was valued, by an outsider at 200*l.*, and it was afterwards let, by the landlord at 120*l.* That is the difference.

62,953. You say that if a farmer pays his rent regularly and farms pretty fairly, he has equal fixity of tenure?—He has to the full. I am speaking always of the limits of the district, within which I am giving evidence. I believe it is so in other districts, but I can speak confidently on that point as to the district which I represent.

62,954. How would that be affected by the death, say, of the owner, and the sale of the property?—By the death of the owner I do not think it would be affected at all, provided the estate continued in the same family. In the case of a sale of property there might be changes, I admit.

62,955. So that it would not be fixity of tenure quite on those conditions, would it?—Not absolutely, but I put it within those limits, that it would be so if the property remained in the same family; the other would be a contingency which naturally would have to be taken into consideration.

62,956. Do you think farmers can do anything by co-operating as to the purchase of seeds, and so on, or the purchase of manures, and the sale of their produce; do you think it is possible that co-operation might help them?—I think to a very little extent. My experience of farmers is this: that there is no class so difficult to get to agree to any form of co-operation whatever. There is nothing more difficult than to get farmers to combine in that way, and after all, most farmers in my experience are probably as well qualified as other men of business to make a good bargain with their seed merchant or their manure merchant, and they are all keen enough to look out for the best bargains. I think if that had not been their character they would not be standing where they are to-day; they would have been in a worse condition.

Chairman.

62,957. I have two or three questions to trouble you with from Mr. Llewellyn Jones: "What is the acreage of your farm?"—232 acres.

62,958. "Have any farms been consolidated "to form your farm"?—Not consolidated, my Lord. I farmed one farm under the late Mr. Wynne, and on his acquiring by exchange an adjoining farm I also was an offerer for that farm, and I received it in consequence of the buildings and the dwelling-house on the other farm being totally inadequate for the use of my family; the two farms run side by side, and are now practically one.

62,959. Your farm was formerly two farms?—It is still two in respect of the buildings and house, and so on, but of course it is one in regard to cultivation.

62,960. There is one family on it?—There is one family on it.

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Mr. A. BORTHWICK.

[Continued.]

Chairman—continued.

62,961. Mr. Llewellyn Jones's questions continued: "Is there a farm called Waen farm?"—Yes, my Lord.

62,962. On the Coedcoch estate?—Yes, I know it.

62,963. "Is this farm the result of consolidation with other farms?"—At a very remote period, long before my time. I cannot speak of it at that time, but I can speak of it back to 1868; it was a large farm then, and had been one farm for many years before that.

62,964. "Is there a farm called Bryn Rodyn on the Coedcoch estate?"—Yes.

62,965. "What is the name of the last tenant who occupied this farm?"—Mark Cross.

62,966. "To what nationality does he belong?"—He is an Englishman.

The witness withdrew.

Mr. WILLIAM RICHARD EVANS called and examined.

Chairman.

62,970. Where do you live?—Coed Farm, Caerwys, Holywell.

62,971. What evidence do you wish to give?—The evidence which I desire to tender relates to my late uncle Robert Jones, of Coed farm, Caerwys, Holywell. About 40 years ago (1853) my uncle became tenant of a farm called Nant y Green, Trefnant, Denbighshire, the landlord being a Mr. Ellis, a clergyman.

62,972. Is this the evidence of your father?—No, my Lord. It is with regard to my late uncle.

62,973. You are going to tell us, as I understand, what happened to your late uncle?—Just so.

62,974. Your uncle farmed under Mr. Ellis, did he not?—Yes, my Lord. Robert Jones upon taking possession spent over 30*l.* in repairing the outbuildings.

62,975. Robert Jones being your uncle?—Yes, my Lord. The outbuildings were in a very bad condition. He also tried to cultivate the land, and for this purpose he bought hundreds of loads of manure off the residents of Denbigh, and after years of toil and trouble, and freely expending his money in this direction, he succeeded in bringing the land into a paying condition, and at this point received notice in order to raise the rent 30*l.*

62,976. What year was that in which he got notice of his rent being raised?—It was about 18 years after he entered the premises.

62,977. And he entered the premises 40 years ago?—In 1853 he entered.

62,978. Eighteen years later his rent was raised? Is that so?—Yes, my Lord. I need not say that he strongly disagreed to this, but for the sake of not losing the farm he agreed to an addition of 10*l.* to the rent.

62,979. What was the first rent?—I cannot say, my Lord.

62,980. But in 1871 his rent was raised 10*l.*?—Yes; to wait until he could get a farm to go to; and after another year or two (1873) he left

Chairman—continued.

62,967. "Can you state whether he has left, or whether he is about to leave?"—He has left.

62,968. "What is the reason he has left?"—Well, he is the owner of the Llandulas mills, and he also does a very considerable business in the milk trade in Colwyn Bay. I do not know his private reasons for leaving, but the reason he gave to me was that it was rather out of his way to come there; it is a little distance from his own place, and he was developing his milk trade, and wished to confine his attention to the mill. I do not know any other reason, nor have I heard any other reason.

62,969. "How long has he occupied Bryn Rodyn?"—I suppose he would be there about three years, and I always understood he was doing well.

Chairman—continued.

without receiving a single farthing compensation for all the improvements he had made. From Nant y Green he went to Efel Gwaenynog, near Denbigh, and I am glad to say from what my uncle told me several times that he could never desire a better landlord.

62,981. Who was that landlord?—He was the late Mr. Burton, of Gwaenynog Hall.

62,982. Was it Mr. Burton near Denbigh?—Yes, the owner of this farm. After being there about four years (that was about the year 1877) my grandmother, Mrs. Jane Evans, of Pistyll Whitford, desired my uncle to take the Pistyll farm off her hands, being, as she was, unable to go about and control the farm business, as she was then about 80 years old. This my uncle consented to do, and came to Pistyll to live, in the year 1878.

62,983. Who was the landlord of that farm?—Lord Mostyn; but I am sorry to say that through some misunderstanding his name was not inserted as tenant of the farm, although he was the real and actual tenant as regards responsibility in every respect. My uncle being a Nonconformist had about two miles to walk to chapel, and he felt it too much to walk three times on a Sunday, and there being no services conducted on a Sunday evening in the parish church he decided to hold a prayer meeting at his house. His action greatly incensed the vicar, the Rev. T. Z. Davies.

Professor Rhys.

62,984. Vicar of where?—Whitford. It led to conversations between them both, and I well remember my uncle stating what had passed between them, and I may say that my uncle promised to give up the prayer meetings if the vicar would conduct services either in the church or schoolroom on Sunday evenings, to which the vicar replied that his health would not permit him to do so. Then, said my uncle,

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[Continued.]

Professor Rhys—continued.

"I shall continue the prayer meetings," to which the vicar again replied that, although he had promised to be his friend, he was no more his friend. About this period my grandmother was served with notice that the agent desired to make some alterations in the land, and my uncle, seeing his opportunity, desired to have his name inserted as the tenant of the farm.

Chairman.

62,985. In what year was that—about 1880 or 1879?—In about 1880 I should think, my Lord. I may also say that my grandmother desired it also, but the agent of the Mostyn estate, who was a great Churchman and a very high-handed agent, sternly declined the request, and I am sorry to say that my uncle was compelled to leave. And I may say that it was and is to-day the talk of the country that my uncle was too religious to be allowed to be tenant of Pistyll.

62,986. When did your uncle leave that farm?—In the year 1882.

62,987. Yes, that is the sequence of date. In 1882 he left of his own accord?—Yes, my Lord. I may also say that the farm was actually promised to another person, whenever the death of my grandmother would occur, she being the tenant in name.

62,988. It was promised after her death?—Yes, whenever that would occur, although she was living at the time.

62,989. As soon as she was dead the farm was to be let to someone else?—Yes, my Lord. Then with regard to a matter which does not relate to my uncle, Robert Jones, at all, but is with regard to the enclosing of mountain land, about 70 or 80 years ago a farmer fenced out two portions.

62,990. What was his name?—Well, if I may give it in confidence, my Lord, I will.

62,991. Is there any objection to the name being given?—I do not know what his son would say. I have received this evidence from my aunt, a niece of the farmer who enclosed the land.

62,992. You have not asked for permission to give this evidence, have you?—Not of the son of the person who enclosed it.

62,993. Do you propose to give it?—If you think it proper not to do so, I will not.

62,994. It is not for me to say, but for you?—I received the evidence from my aunt, who is now living, and who is a niece of the person who enclosed the land. I have not asked permission of his son who is now living, the tenant of the farm to which I refer. His permission I have not received at all.

62,995. Then we will take this as a statement of a case that occurred, but you do not give the name?—I can give the name of the person who enclosed it, but I wish to say that it has nothing to do with the son of the person.

62,996. Very well?—The farmer whom I referred to, is the late Mr. Edward Owen, of

Chairman—continued.

Forge Farm, Bodfari. He fenced out two portions of the mountain, one about 60 acres, and the other 21 acres, in the parish of Bodfari, and although it had been for years in the holding, and owned by him for 40 years or about, yet the agents of Kimmel took possession of them and planted them with larches, most of them; and, another thing, they have closed a common, close to the turnpike road where people used to get sand for building purposes, but for several years now, the Kimmel agents charge 1s. per load for it. That is the evidence which I desire to tender, my Lord.

62,997. Is your uncle renting under Mr. Burton at the present moment?—He is not. He died four years ago.

62,998. Did he rent under Mr. Burton till his death?—No, my Lord. He went from Efel Gwaenynog under Mr. Burton to Pistyll, and from thence to Coed farm, which he tenanted for about 10 years.

62,999. He left farming under Mr. Burton to take over your grandmother, Mrs. Jane Evans's farm?—Yes, my Lord.

63,000. He never got notice to quit from Lord Mostyn?—No, my Lord.

63,001. He was never accepted as tenant?—No, it was my grandmother.

63,002. Your grandmother continued as tenant?—As tenant in name, but it was my uncle who was the actual tenant, as he had every responsibility.

63,003. Yes. I do not quite understand; is it in your mind that it was owing to the action of the Vicar that he did not get the farm?—I should not like to say directly, but that is what they say in the country generally, and I have my opinion on it too. Before then nothing occurred, but after that something went on continually.

63,004. You have nothing to prove that?—Not directly, but my uncle felt that inasmuch as he was a tenant and carrying on everything to every satisfaction, why should not he be allowed to be tenant of the farm after the death of my grandmother, instead of it being promised to another person.

63,005. They did not go on the custom of most of the estates at that time on the Mostyn estate, that a near relative of the tenant should have the first offer of the farm?—Not to my knowledge.

Professor Rhys.

63,006. With regard to this mountain that was enclosed, was it a common?—Yes, it was.

63,007. Is there any name to it?—Not to my knowledge; I do not remember it. It is generally called Ffriddoedd. It is common land.

63,008. What parish is it in?—The parish of Bodfari.

63,009. Is that near Aberwheeler?—It is.

63,010. Do you know what is the extent of this common?—One is 60, and the other 21 or thereabouts.

63,011. Those are the pieces that have been cultivated?—Just so.

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Mr. W. R. EVANS.

[Continued.]

Professor Rhys—continued.

63,012. You do not know the whole whether it is the real uncommon formerly?—I do not.

63,013. I am told that the common is given in one of these reports as 673 acres. What has become of the rest of it?—Do you know whether it is still unenclosed?—I cannot say.

63,014. You do not know that part of the country well?—Not so well.

63,015. Where do you live?—At Caerwys.

63,016. Were you brought up in that part of the neighbourhood?—I was not.

63,017. Where were you brought up?—At Whitford.

Chairman.

63,018. Mr. Vincent wishes to ask one or two questions. "Do you know whether Mr. Ellis, the clergyman, is alive now?"—Not to my knowledge.

63,019. "Do you know in whose hands the estate is now?"—I cannot say.

63,020. "Is the vicar referred to still alive?"—I cannot say, my Lord.

The witness withdrew.

Mr. ROBERT ROBERTS called and examined through an Interpreter.

Chairman.

63,030. Is this your statement?—Yes.

63,031. Have you had it interpreted to you before one of the Commissioners?—Yes.

63,032. Is it correct?—Yes.

63,033. Do you wish it to be read?—Yes.

[The following statement of the witness was then read.]

Evidence of Robert Roberts, Derm, Llanefydd: I occupy a farm called Derm, in the parish of Llanefydd. I took this farm in the year 1887, for 30*l.* rent, and also to pay the tithe. In three years' time I found that I could not afford to pay the rent, and accordingly applied for a reduction in the rent. This was declined, but the landlady undertook to pay the tithe. I have greatly improved the farm, draining the land, greatly improving it. I have lost money on the farm since I have been there. Had it not been for the fact that I have made a little money in other ways I could not have kept on. When I took the farm I asked for a copy of my agreement, but failed to obtain same without paying a fee of 5*s.* for it.

63,034. Who is the landlord?—Mrs. Rutland, of Leeds.

63,035. Are you on the farm at the present moment?—Yes.

63,036. What is your grievance—that you find it impossible to live at the rent?—Yes, I feel it a great difficulty on account of the price of stock having reduced so much.

Chairman—continued.

63,021. "Who was Lord Mostyn's agent when your grandmother received notice?"—Mr. St. John Charlton.

63,022. Is he alive now?—He is, my Lord. I may state that it was not after the death of my grandmother that we left Pistyll. My grandmother had left Pistyll before she died in consequence of the notice.

63,023. She did receive notice then?—Yes, my Lord, to make alterations in the land.

63,024. How many years was it before she died that she received notice?—Two years.

63,025. Where did she go to then?—She went to a farm close by; she took apartments at Crown farm.

63,026. She was 70 years of age then?—She was 83.

63,027. When she received notice to quit?—Yes. She died when she was 84, in the year following.

63,028. Do you know for what reason the notice was given?—For the sake of making certain alterations in the land, taking from the farm and putting to the farm.

63,029. There is a different agent on the Mostyn estate now, I think?—Yes, my Lord.

Chairman—continued.

63,037. Do you know many of the farmers in the neighbourhood?—Yes.

63,038. Do you know many persons who are in the same difficult position as yourself?—I know of some.

Mr. Grove.

63,039. When you asked for a reduction in rent the landlady paid tithes for you, did she not?—Yes, rather than reduce the rent.

63,040. How long ago was that?—About two years ago, I think.

63,041. How much was the tithe?—When I paid it myself it was 5*l.*

63,042. That is 5*l.* a year. Have you ever had a copy of your agreement?—I only saw it for about five minutes once.

63,043. Can you remember all the agreement by reading it over once?—No, not at all.

63,044. Have you spent much upon your holding in improvements?—Yes, and I do spend every year. I have cultivated about 11 acres of land that was not in cultivation before.

63,045. Waste land?—Wet land and gorse land.

63,046. And you have drained it?—Yes, drained it last November.

63,047. Have you paid all that yourself, or has the landlady helped you?—She has not helped me with the improvements, but she has allowed an abatement to me once or twice in the rent.

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MR. R. ROBERTS.

[Continued.]

Mr. Grove—continued.

63,048. Do you understand the Agricultural Holdings Act?—No, not much, but I understand that that agreement excludes me of its benefits.

63,049. I think you are under a mistake there surely?—I am under that impression.

63,050. That is altogether wrong then, because no agreement is lawful to exclude you from the benefits of the Act?—I have only got six months to clear from the farm, and that is what I consider to be one thing.

63,051. That is as to notice. Do you think that if that Act were printed in Welsh it might be more useful?—Yes, certainly. The majority of us would have a chance of understanding it then, which we do not now.

63,052. Do you think that many farmers are indisposed to come forward and give evidence before the Commissioners?—Yes, I think there are many who are afraid to come, because they are afraid of their landlords.

63,053. Do you know that because you have had conversation with them?—I have heard several stating so.

The witness withdrew.

MR. JOHN SALISBURY called and examined through an Interpreter.

Chairman.

63,061. Is this your statement?—Yes.

63,062. Have you had it read to you in Welsh before one of the Commissioners?—Yes.

63,063. Is it correct?—Yes.

63,064. And you wish it to be read?—Yes. I have no direct evidence for myself nor for others, but I come here at the request of several farmers, as I know the circumstances of my parish very well.

63,065. Have the farmers deputed you to come forward to speak for them?—Yes, but I received no evidence from a body.

63,066. Are you prepared to vouch for the accuracy of the statements that you give?—I cannot be certain—that is my belief—I think they would.

63,067. Are you positive that you are accurate in all your facts?—Yes.

[The statement of the witness was then read as follows.]

Evidence of John Salisbury, Llanefydd, small freeholder:—

In 1880 the rateable value of Llanefydd was 7,142*l.*; in 1885 the rateable value of Llanefydd was 6,769*l.*; and in 1893 it was 6,131*l.* The rates have been reduced since 1880 3*d.* in the pound, but in 1894 they were raised.

The chief estates are Kimmel, Garn, Galtfaenau, Coed Coch, Llysmeirchion, Dr. Browne's, R. M. Roberts' (Plas yn Green), Mrs. Wynne's (Cefn), Mr. R. W. Wynne's, Mrs. Wynne Yorke's.

Kimmel.—The rents of farms belonging to Kimmel have been fairly stationary during the last 20 years, neither a rise nor a reduction taking place. There have been abatements for several years.

Professor Rhys.

63,054. How many acres does your farm consist of?—About 65 acres.

63,055. How much rent do you pay?—30*l.* now, not paying the tithe.

63,056. That is to say, you do not pay the tithes, but the landlady pays the tithes?—Yes, the landlady pays the tithes.

63,057. What is the abatement?—Nothing but the tithes.

Chairman.

63,058. Mr. Llewellyn Jones asks, "Has Mr. R. W. Wynne two farms in your neighbourhood?"—Yes.

63,059. "Are those farms Ty Isa' and Ty Ucha' respectively?"—Tyddyn Isa' and Tyddyn Ucha'.

63,060. "Has the rent of these farms been increased lately?"—I do not think that the rents have been increased, but the tenant of Tyddyn Ucha' had to leave, I think, because he would not promise to pay an increased rent.

Chairman—continued.

Garn.—During the last 20 years there have been permanent reductions of the rents of all the farms upon the Garn estate. There have been abatements also for several years.

Galtfaenau.—The rents on this estate have been stationary, though some have been reduced. There have been large abatements.

Coed Coch.—On this estate I only know of two cases, a farm and a mill, where a reduction has been made.

Llysmeirchion.—Reductions of rent have taken place on the farms on this estate.

Dr. Browne.—Reductions made on all the farms.

Mr. R. Wynne (Garthewin).—Tyddyn Uchaf and Tyddyn Isaf. Mr. Wynne came into possession of these two farms some seven or eight years ago. Before he came into possession the rent had been stationary for some 20 years. Very soon after he came into possession he gave the tenant of Tyddyn Uchaf notice that the rent would be raised. The tenant would not consent to this, and accordingly left. For some time there was no tenant, the landlord cultivating the farm himself. He afterwards let the place to a farmer occupying an adjoining farm, I am told, at a slightly lower rent than he was formerly receiving. As for Tyddyn Isaf the rent was formerly 23*l.* After Mr. Wynne came into possession of the property, the rent was raised from 23*l.* to 30*l.*, but this sum includes the tithe, which, I believe, is 3*l.* 18*s.*

There are a fair number of freeholders in the district. Most of them come through descent to them. The majority of their places were originally encroachments from the common. These places, as a rule, only allow of the owner keeping a cow.

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Mr. J. SALISBURY.

[Continued.]

Chairman—continued.

There are really only two freehold farms in the parish occupied by their owners. These are the only freehold places of 15 acres and upwards.

I have prepared a list of consolidations of farms in this parish according to the valuation list made 13th August 1870, as follows:—

LIST OF CONSOLIDATED HOLDINGS.

Name of House.	Name of Tenant in List of 1870.	Name of Farm to which the Land was added.*
Bryngolen - - -	- - -	Pant glas.
Bryn bach - - -	Dinah Roberts - -	Bryn isaf.
Gloddfabach - - -	- - -	Bron yr haul.
Bryn y gwynt - - -	John Jones - - -	Pant yr onen.
Tan y Graig - - -	Jacob Daniel - - -	Bron yr haul.
Coed - - -	John Hughes - - -	Pentre du.
Brynfynon - - -	Robert Williams - -	Caerfedwen.
Shop - - -	Philip Williams - -	—
Ochor y gaer - - -	John Williams - - -	—
Fronlas - - -	—	—
Bertheu gron - - -	David Williams - - -	—
Pyllan glywnon - - -	David Wynne - - -	Derm.
Tyn y pwll - - -	Robert Jones - - -	Cefnberain isaf.
Glan y ffos - - -	—	—
Bron yr haul - - -	David Wynne - - -	Ty Canol.
Moelfodiar - - -	Thomas Jones - - -	Foel.
Cae Shed - - -	Robert Roberts - - -	—
Tan y ffordd - - -	Hannah Morgan - -	Ty newydd.
Brynhafryd - - -	- - -	Caerfedwen.
Pant yr ogof - - -	Richard Roberts - - -	—
Tyn y pant - - -	Thomas Ellis - - -	—
Goferbach - - -	Robert Price - - -	Gofer.

* Where no name is given it is a separate holding held by a tenant living elsewhere.

Houses not on the 1870 list, but on the present one:—Glanllyn Bron yr hwyfa, R.W. (one room), Pen yr allt.

HOUSES UNINHABITED.

Name of House.	Name of Tenant in valuation List of 1870.
Coedysyth - - -	Unoccupied.
Brasgyll - - -	"
Bryncnap - - -	"
Gyrt - - -	"
Pont meredydd - - -	Richard Hughes.
Brynhafryd (Pontyddol) - - -	Jane and Margaret Roberts.
Yr odyn - - -	Unoccupied.
Pengribinbach - - -	Jonathan Williams.
Sconce - - -	Elias Owens.
" - - -	David Jones.
Maesgwerfil - - -	Unoccupied.
Goedwig - - -	Robert Jones.
Twl - - -	Unoccupied.
Tyn yr helyg - - -	"
Tan y ffordd - - -	Alice Wynne.
Frongoch - - -	William Morris.
" - - -	Unoccupied.
" - - -	"
" - - -	"
" - - -	"

Professor Rhys.

63,068. You said that the rates have varied very much in 1893 and 1894, I think. What is the reason of that?—The rate in 1894 has in-

Professor Rhys—continued.

creased, but I cannot state the reason, unless it is the county apportionment.

63,069. The county rate, do you say?—Yes, the county rate.

63,070. Has that been put on for the first time?—No, it is usually paid, but it is higher.

63,071. But why is it higher this year?—I cannot say.

63,072. How are the small freeholders about you doing?—They are making it rather poorly.

63,073. I think you said that they came into possession by encroaching on a common?—Yes, many.

63,074. About when?—Perhaps about 40 years ago.

63,075. What is the common?—Mynydd Gaer, Mynydd Fronfawr, Mynydd Gyrt, and Mynydd Llan.

63,076. Who is the lord of the manor?—I am not certain.

Mr. Grove.

63,077. We do not want to go into each case, but, generally speaking, why were those places consolidated?—The houses going to ruin, and none built instead of them.

63,078. Were the houses occupied by farmers or by farm labourers?—Labourers in most of the small cases.

63,079. What—farm labourers?—Yes.

63,080. Are there many small freeholders about your district?—Some, not many.

63,081. Do you think that a man farming his own farm would make more of the land than a man who farmed that which did not belong to him?—No.

63,082. Are you well acquainted with the condition of farmers in your district?—Yes.

63,083. Do you think the small farmers are making money or not?—No, they are rather in a poor state.

63,084. They are in a very poor state. Do they work very hard?—Yes.

63,085. Do they generally complain of their rents?—Yes, some.

63,086. Do they think they are too high?—Yes.

63,087. Is there any general wish in your neighbourhood for a land court to fix rents?—I do not know.

63,088. The following questions are by Mr. Vincent: "Were not the rents on the property considered very low when Mr. Wynne succeeded?"—They were not.

63,089. "Who were the landlords who consolidated these small farms?"—There were several of them.

Chairman.

Do you want the names, Mr. Vincent?

Mr. Vincent.—I think so. Perhaps, if your Lordship will ask the next question, it will do away with the necessity of having the names.

Chairman.

63,090. "Did not many of the cottages become vacant owing to the migration of the people from the district."—Yes, cottages without land

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Mr. T. WYNNE EDWARDS.

[Continued.]

Chairman—continued.

did in many cases, because work was getting scarce in the neighbourhood, but where land is attached to a fit dwelling-house there was and is now a good demand for them.

Mr. Vincent.—Then I need not trouble with regard to the names of the landlords.

The witness withdrew.

Mr. T. WYNNE EDWARDS called and examined.

Chairman.

63,094. You live in Denbigh?—Yes.

63,095. You are an elected county councillor?—I am, my Lord.

63,096. You have been mayor of the borough of Denbigh?—I have.

63,097. You are a member of the School Board?—Yes.

63,098. You are an engineer and an agricultural implement maker?—I am.

63,099. You intend giving your experience at some considerable length, I believe?—I have written it out in a more concise form than that sent in.

63,100. There may be some things which we have heard before, and therefore we should not wish to go over the same ground. You will tell us your experience in the district, of which I understand you have prepared a statement in a concise form?—Yes. I employ about 25 men, and carry on business in Denbigh. A great part of my trade is carried on with farmers in the district. I am tenant for life of property in the parishes of Llansannan and Nantglyn, and of outlying farms in other parishes. My mother (whose estate I manage) has a life interest in farms in the parish of Henllan, and accommodation land near Denbigh.

63,101. Will you kindly tell us the acreage of the whole property?—The district to which my evidence extends is that around Denbigh. The acreage of the estates with which I am connected is about 1,486 acres of cultivated land and 700 acres of sheepwalk. My own estate is unencumbered, that of my mother is heavily mortgaged. It is very disadvantageous to tenants to farm an encumbered property, whether such encumbrances are the creations of landlords or of persons who farm their own land. I believe that the mortgaging of property is one of the worst evils with which we have to contend. It is an undoubted fact that the (so-called) owners of such property in this district, many of whom have little income other than from land, are unable to execute even the necessary repairs to their estates, and the tenants suffer in consequence. I trust that the Commission will be able to suggest some means of abating this evil. With regard to common land, that with which I deal consists entirely of moorland, which is useful only as sheep walk and grouse moor. The common land in the parish of Nantglyn was enclosed under the award of Richard Attree, Esq., dated 25th Aug., 1884, and under 8 & 9 Vict. c. 118. That in Llansannan parish is still unenclosed. It is an undoubted advantage for the purposes of cultivation that this class of

Professor Rhys.

63,091–2. What work are you alluding to, may I ask?—There is no work in this district but agricultural.

63,093. What did they do before?—That is what they did previously, but farmers manage to do with less hands now.

Chairman—continued.

land should be enclosed, for the following reasons viz.:

(1.) On an unenclosed mountain there is, as far as I can ascertain, no means of controlling the quantity of sheep which are turned out. The consequence is, that some tenants, and, indeed, some estates, have much too large a proportion of sheep on the mountain, and others proportionately too few. If Llansannan can be taken as an example, it may be said that such lands are usually overcrowded. Nothing of this kind takes place on an enclosed mountain, when the landlord is able to apportion to each tenant the number of sheep which he can keep on the land belonging to the estate, and consequently there is no over-crowding.

(2.) There is no encouragement to anyone to drain or in any way improve unenclosed land, whereas it is to the interest of both landlord and tenant to do so on enclosed land. Upon our moors there is an immense quantity of boggy land, and it is wonderful what improvement can be wrought in it by simply opening a few surface drains with a spade or plough used for the purpose, but no one will trouble to do this work on unenclosed moors.

(3.) The value of the grousing, which is very considerable, is on unenclosed moors, the property of the Crown; on enclosed moors it is the property of the landlord, and it is undoubtedly to the advantage of tenants that their landlords' income, apart from the agricultural rental of the land, should be as large as possible.

(4.) It will invariably be found that tenants prefer having their landlords sporting over land (where this is possible) to strangers who come down for a short space of time, and who naturally take no interest in them. Recreation grounds and allotments would be quite out of place on recently enclosed lands in this district; there we have no demand for them. There were no squatters' cottages that I am aware of on the lands in question. In my opinion no method of cultivation can be applied to existing unenclosed lands which will make them more profitable than at present as sheep walks, as the cost of bringing them into and maintaining them in a state of cultivation is too heavy compared with the returns to be derived. In one or two cases my tenants have been obliged to abandon attempts to bring uplands under improved cultivation, but, as I have already said, a vast amount can be done by drainage to improve these moorlands for their present purpose. The right of sheep pasturage is vested in the freeholder of the parish, subject

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Mr. T. WYNNE EDWARDS.

[Continued.]

Chairman—continued.

to no payment. I consider that the right of sheep walk over unenclosed lands does not affect the value of farms to any great degree, but the right of pasturage on enclosed uplands certainly affects it to a greater extent, though this is but small. I have recently purchased 200 acres of moorland bordering on cultivated land and let it to a neighbouring tenant for 7*l.* 10*s.*, i.e., 9*d.* per acre, which is a fair price.

I have had no experience of large estates or absentee landowners, but I know that on most small estates great interest is taken in the tenants by the landlords, and they are usually on the most friendly and cordial terms, which certainly is in every way to the advantage of both.

Personally I am able to converse with my tenants in Welsh, but in these days most of them understand and can speak English. I have never allowed, nor have I heard, of any one of my neighbours allowing a difference of politics or religion to interfere between them and their tenants. I am a Conservative and a Churchman. The great majority of my tenants are Nonconformists, but I never interfere with them in any way, and I am upon the most friendly and cordial terms with them and their families. I would never for a moment dream of interfering with the politics or religion of a new tenant.

The date of entry in the upper country is February 2nd, that is to the land, and in the vale it is November 30th. Land is generally let from year to year. I have never been asked for a lease, but I would readily grant one should such a request be made. I presume that the reason for the absence of requests for leases is that tenants have confidence in their landlords, and are perfectly secure in their holdings, and a yearly tenancy gives them greater freedom to remove to a larger farm or elsewhere if they wish to do so.

I am not in a position to draw comparisons between the changes of tenancy during past years and at the present time, but they are not frequent now. The only changes I can recollect in the 25 farms belonging to myself and my mother are—do you wish me to read the list of farms, my Lord.

63,102. I think you might put those in, if you please?—I will put all those particulars in. They are 11 in number.

63,103. We will take it that there are not many changes?—They are 11 in number, and one has taken place since I have written this statement. (*The witness handed in the following statement.*)

(a.) Plas Nantglyn farm, where Robert Roberts, who had been the tenant most of his life, left about 1876, owing to old age, and had a portion of the farm (about 20 acres) cut off and a small house built for him to live in for the rest of his life.

(b.) Henfryn, where Hugh Williams has succeeded his father, who died some five or six years ago, leaving, I believe, a considerable sum of money (made by farming) to his children.

Chairman—continued.

(c.) Rhiwia, from which Robert Lloyd retired, having been many years tenant; he is now living at a small place some two miles off; he was allowed to choose the present tenant.

(d.) Pen is arllan, where a widow named Mary Davies died in extreme old age.

(e.) Fforest, which John Williams left owing to a quarrel with a neighbour. This tenant (as far as I am aware) never asked for a reduction of rent, and he chose the present tenant to follow him.

(f.) Cwm, which two brothers named Williams left because they had taken a larger farm.

(g.) Plas Pigot, where the present tenant succeeded his mother, who died about eight years ago.

(h.) Rhydloyw, where the present tenant has done likewise.

(j.) Tai Teg, a small holding of 8*l.* per annum, which the tenant left some eight or ten years ago, to take a larger farm; he has since left this second farm and taken a still larger one close to Denbigh. A second tenant has since left this farm to take a larger holding.

(k.) Bronyffynon, a small holding of 6*l.* per annum, which the tenant has just left to take a much larger farm on Lord Bagot's estate.

(l.) Nantcoed y mynydd, which was held by a widow, who married, and I believe went to live on her husband's farm.

No cases of hardship, as far as I am aware, have arisen on these estates, indeed they are very uncommon in the district. Much has been said before the Commission about tenants keeping away from this Commission from fear of their landlords. No doubt there may be individual cases of the kind, but they are very uncommon. On the other hand, I believe that many tenants who would gladly come forward and speak in favour of the existing state of things, and of their landlords, are deterred from doing so by fear of offending their neighbours and the political leaders and wirepullers in the district. In support of my belief I give the instance of a tenant farmer, a customer of mine, who, in the year 1888 came to my office and said he had come there because, he could do so without suspicion; he wanted to pay his tithe, but dare not do so, fearing to offend his neighbours, who had not paid theirs; he asked me if I would forward it for him, and I did so. He paid me the amount and gave me 2*d.* to pay for a stamp and a cheque.

Tenants are generally compensated for damage done to the land in timber cutting.

My tenants have lately had notice to quit in order that the tithe and rent might be adjusted, and the new agreements are not yet signed. I produce copies of both old and new agreements. I have never heard any complaint made against any of the clauses in either. Penalizing clauses are seldom or never enforced and tenants are given a copy of the agreement, and when necessary its contents are explained to them in Welsh.

I hand in the agreement (*handing*). The Schedule marked A. (which I propose to hand

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MR. T. WYNNE EDWARDS.

[Continued.]

Chairman—continued.

in) shows the present permanent rent of the 25 farms belonging to myself and mother to be 990*l.*; the acreage of cultivated land is 1,486; this gives an average after deducting 17*l.* 10*s.* the value of 700 acres of sheep walk in the parish of Nantglyn of 13*s.* 1*d.* per acre. The actual average rent paid by the tenants for the last two years was 903*l.*, which gives an average of 11*s.* 11½*d.* per acre. Rents are usually fixed at a gross sum, except in the case of accommodation lands. It is difficult to say to what extent uniformity exists between the rents of land of similar qualities where the land differs so widely in value as it does on my estate, but there is certainly a uniformity between the farms, but I cannot speak as to neighbouring estates. Taking into consideration the greatly increased value of the buildings on small farms as compared with larger ones, I should not say that the rents paid by the smaller tenantry are higher than those paid by larger tenants, though the actual price per acre is undoubtedly higher.

The right of pasturage over a common is not as a rule taken much account of in fixing rents, though in some cases when a tenant intends to make much use of it it is no doubt a factor.

Tenants are supposed to do the cartage of materials for repairs, but in case of any extensive repairs or improvements they are always paid for this service. I make it a rule to employ my own tenants whenever I can. For instance, one of my tenants who is a carpenter does most of my repairing work, and has contracted to build new houses and buildings for me. I hire a portable engine and saw-bench from a tenant when I want to cut up timber for estate and other purposes. I also employ labour from among my small tenants when I can. These services are certainly not irksome.

Nearly all the rents on my estate were fixed before my time by private treaty, but I have in one or two cases have had valuations made where I intended to reduce rents. It is certainly not usual to let farms to the highest bidder, as in that case the person would probably turn out to be a man of straw. The rents in the districts, so far as I know, are mostly fair, and I believe that landlords are generally ready to meet their tenants in reason, though there are undoubtedly a few exceptions to this rule.

I am always careful to ascertain that a tenant has sufficient capital for the farm he intends to take. I may say, perhaps, my Lord, that I have better opportunities of finding out the state of these people than many landlords have, as I am a tradesman, dealing with them to a large degree. But I am afraid that one of the worst features in this district is that men are willing to enter farms without sufficient capital, and they consequently are unable to cultivate their land to the best advantage, and they are liable to go to the wall in times of depression. I believe it is in some cases customary to resort to arbitration as a means of adjusting rent, but I am no advocate of this process, for it is calculated to lead in many instances to ill-feeling and bitterness between landlord and tenant. The settlement

Chairman—continued.

of rent is more satisfactorily arranged by a personal exchange of views between landlords and tenants, and if the owner of the soil (or his agent) and the man who has to cultivate it cannot arrive at its correct value, I cannot see how a third party can do so.

Schedule A. shows that whereas the combined rent and tithe on these 25 farms stood between 1858 and 1885 at 1,107*l.*, the present permanent rent, which includes the tithe, is 990*l.* The permanent reduction is therefore 117*l.*, giving an average of 10½ per cent., whilst the average rent paid for the last two years has been 903*l.*, showing a further reduction of 8½ per cent.

63,104. Then you only got 903*l.* out of 990*l.*? —That is so.

63,105. When was the permanent reduction made?—It has been made gradually since 1886, not made at any one time; some of it was made slightly before 1886. Rents have undoubtedly been raised during the last 50 years, but the schedule shows the present state of affairs. From 1886 to 1890 inclusive a 10 per cent. abatement was made upon all farms paying over 20*l.* rent. For the first half year of 1893 a like reduction was made in all rents, and for the last two half-years this has been increased to 15 per cent. in the case of the 20*l.* farms. Notice has always been given of these abatements. In 1886 I agreed to make the abatements permanent for three years in order that the assessments of the farms might be altered accordingly. In one or two instances a valuer (himself a well-known Welsh tenant farmer) has been employed. Where he considered a rent too high it was lowered, but where he considered it too low it was not raised. The rent falls due on the 25th March and 29th September; it is usually paid on the Wednesday nearest the 21st June and December, but where extra time is asked for by a tenant, it is my custom to allow it in individual cases where the request seems reasonable, for instance, until some produce can be disposed of at the next fair, or even longer. Sometimes it is very considerably longer.

The preferential claim for rent enables a landlord to give credit to tenants, which he could not otherwise do. I have two cases of tenants, one of whom was at one time nearly two years in arrear, and the other nearly 18 months. Both have now gradually worked themselves straight again. We would not have been justified in giving this length of credit but for the preferential claim. Tithes are paid by the owner. Land tax is paid by the tenant. Local rates are paid by the tenant. Income tax (Schedule A.) is paid by the owner. Local rates have increased enormously during the last year, that is, the county rates.

63,106. The county rates have increased?—They have increased in this county during the last year.

The average size of farms on this estate is 60 acres, but I should say the average throughout the district is considerably higher, probably 100 acres. Holdings have not been consolidated. I consider it most desirable that there should be

See 63,130
—63,132,
63,164—
63,166 and
65,123.

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[Continued.]

Chairman—continued.

a number of small holdings of from 6 to 15 acres on every estate and in every district, as they are a means of providing homes for married labourers, and consequently are a benefit to both owner and occupier, notwithstanding the extra cost which they entail upon the owner. This district is fairly well provided with such holdings, but still there is room for more. The difficulty is, in the case of a tenant for life, who has only income to deal with, to find the money to put up the necessary cottages and buildings.

The size of holdings does not in my opinion in any way affect the skill of tenants; successful, skilful, and hardworking farmers will be found in both large and small farms, and many of our most successful tenant farmers are men who began in small farms and have worked their way gradually upwards. The larger farmers no doubt feel depression most. The smaller ones are generally dependent to some degree upon wages earned by working by the day for others or by carting for individuals or public bodies.

There is usually no scarcity of labourers, but at times this is the case. Fences, ditches, and water-courses are sometimes not looked after as they should be, but I do not consider it is owing to scarcity of labourers. There is no land going out of cultivation except as already mentioned, but not much waste land has been reclaimed within my recollection. There is land which could profitably be improved, but chiefly by drainage. There has been a considerable increase in pasture lands within my recollection, which has generally been brought about by the tenants. There has also been a considerable increase in root crops in the upper country where folding sheep upon turnips has been introduced and found to pay. The cause of these changes has undoubtedly been the depreciation of the value of corn.

All permanent improvements are made by the landlord in this district, the improvements effected by the tenants being in cultivation. Drainage and irrigation is done by the landlord. Buildings for stock are built by the landlord. Tanks for liquid manure are not much used. Protection from encroachment by the landlord. Fences, gates, and posts are done by the landlord. Small repairs to fabric of buildings by the landlord. Manures (except in cases) and seeds by the tenant. Consequently the tenants do not often apply for consent for specific improvements. There is no recognised right belonging to a tenant to dispose of his holding to whomsoever he pleases, but it is often allowed, and the terms submitted for the landlord's consent and approval. Sheep on "sheep farms" or rather on "sheep walks" are sold by an outgoing tenant to the incoming tenant or the landlord at a valuation. Game is in most cases preserved by the landowners in this district, but the tenants avail themselves of the right conferred upon them by the Ground Game Act to kill hares and rabbits, except when they are compensated for any damage.

Compensation is, as far as I am aware, usually liberally paid. Tenants are not expected to

Chairman—continued.

beat covers, but many of them who are fond of sport are in the habit of accompanying a shooting party and lending a hand, and it is usual to give them game. Sporting over property is a means of establishing friendly relations between landlords and tenants where properly conducted. It is of course desirable where possible that a landlord should shoot over his own estate. Owing to the agricultural depression and the heavy demand upon me for repairs, &c., I have not been able to keep my shooting in my own hands for the last few years. I have therefore got three friends to join me, and we have carried on as a company. During this time no troubles have arisen between us and any of the tenants over whose land we shoot. We have tried to meet them in every way, and a very large proportion of the game has been divided among them, and also among the poor of the parish. The labourers receive many a half crown for beating and get a good dinner in the bargain.

It is difficult to say how game affects the public generally, but it certainly is the means of bringing a vast sum of money into the county and of keeping it there. If the game laws were abolished many of the residents in the country—who are now content to take their holidays and spend their money at home in sport—would undoubtedly seek elsewhere for means of enjoyment; others who are induced to come and reside in the district by the facilities which it provides for sport would remain away; whilst the sportsmen who came over merely for the shooting, and reside at hotels and elsewhere, and spend money liberally, would be missed. I have calculated that the loss to the Vale of Clwyd alone would be something between 15,000*l.* and 20,000*l.* per annum.

Very little attention is paid to fruit culture, horticulture, forestry, or poultry farming, whilst bee keeping, which used at one time to be a source of considerable profit to cottagers and farmers, especially those resident on the borders of moorlands, has almost died out. No doubt a great deal more attention might advantageously be paid to these additions to farming, especially if co-operative societies were formed for disposing of them and other agricultural produce in large towns and on the North Wales coast. The best possible instruction is given in butter and cheese making, and the interest in them is daily increasing.

Owing to their being but one railway company running into this district, the railway rates are ruinous. This is one of the greatest difficulties with which agriculturists and traders have to contend in this country. The only remedy one can see is to endeavour to induce the Cheshire Lines to construct a branch line from a point upon their existing line to Mold, and from there, if possible, to obtain running powers over the Mold and Denbigh Junction to Denbigh. By this means we should be brought within an hour and a quarter's run of Liverpool, when the Wirral line is opened.

There is a great lack of co-operation between those interested in the land for all purposes.

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[Continued.]

Chairman—continued.

The establishment of butter factories, similar to those now working on the Continent or in some parts of Ireland, would be an immense boon to the country, as the uniformity of the quality of the butter made at such factories commands a higher price than can be obtained for home-made butter.

In some cases landlords compel their tenant to insure against fire. I have never done so. There have been several fires in the neighbourhood lately upon uninsured premises. I should say that I insure all my buildings myself.

There is no combination among landlords in the nature of a trade union, neither is there anything of the sort among tenants or labourers: Trade unions are not looked upon with favour by Liberal political leaders in this part of the world. Tenant farmers on small farms in the upper country and their wives and children usually work hard upon the farms. The children do not get much wages, but are usually provided for when they commence life. No difference, that I am aware of, exists between the rent of farmers where there are children and where there are not, so it follows that if the rent can be paid in the one case it could be paid in the other.

The sleeping accommodation for male and female servants is much improved of late years. As a rule the sleeping apartments occupied by the different sexes are approached by different staircases. It is impossible to compare the standard of comfort as to house accommodation, diet, &c., between landlords, proprietary farmers, tenant farmers, and labourers. The difference in styles of living of different landowners is so great that it is not possible to draw comparisons. The same may be said of farmers and labourers, for you will find one labourer's cottage where there is scarcely enough to eat, while another man earning the same wages appears to have every comfort in his home. It is difficult to suggest a remedy, but in my opinion the technical training of women of all ranks in cooking and home management would be most beneficial, indeed I believe it to be as important as the technical training of men in handicrafts, as family comfort and happiness depend upon it to a great degree.

It is only in very rare instances that accounts are kept. It is difficult to know what remedies to suggest, but the following would no doubt improve the position of the land.

(1.) The abolition or reduction of excessive local taxation.

(2.) Co-operation between all classes interested in the land, as suggested in the syllabus.

(3.) That by marking foreign imported meat, and, in other similar ways, foreign imported goods other than wheat should be made to pay their share towards taxation.

(4.) The rates on existing railways for home-grown agricultural produce should be made equal to those for similar goods from abroad; and the State should (as in Ireland) aid the promotion of light railways, which would expedite the means of transit of the farmers' produce to large towns.

Chairman—continued.

I believe the relations between landlord and tenant are, as a rule, of the most cordial and sympathetic description. They are most cordial where both can converse in a common language, and where the landlord takes an interest in the doings of his tenants, and endeavours to assist them. There are no doubt exceptions to this rule, and grievances, but I believe that care has been taken that, as far as possible, every grievance which exists shall be brought to the knowledge of this Commission.

Since February 1886 I have spent 1,482*l.* in repairs and improvements, new buildings, &c., upon this estate, and have never charged any interest or raised rents in consequence.

63,107. You know this neighbourhood extremely well, I suppose, as well as anybody does?—Fairly well.

63,108. And you know the condition of the agricultural population very well?—Yes, I think so.

63,109. What is your opinion of the state of things as regards the farmers? Are they losing money fast, or are they holding their own?—I believe in some cases they are losing money, but in others they are not. It depends very much on the way in which they farm. I believe there are farmers who are able to make ends meet at the present time.

63,110. And put a fair amount by for themselves; the interest on their money?—Yes, interest on their money.

63,111. That is after they have lived and educated their children?—Yes, my Lord.

63,112. Would you consider the rents are fair in this district; that they are not too high? No, as I have said, I consider them fair.

63,113. You do not think there is much to complain of in the neighbourhood?—I do not think there is much to complain of. There are individual cases, perhaps, but I am not aware of any.

63,114. And you are in a position to know. Have you ever thought of a land court; have you any idea as to a land court?—Yes; I do not believe a land court would be advantageous at all, because it would undoubtedly create dual ownership, and the man on going into a farm would be obliged to find a sum of money to pay for the tenant right, which at the present time he has not to do, and, as I have said in my evidence, a great many of the best farmers in this country are men who have begun, as Mr. W. D. W. Griffiths has said this morning, with little or no capital, and have gradually worked themselves up. They could not have done so if there had been a land court, and a tenant right which they would have had to purchase at each step.

63,115. Then I may take it that you are against the land court for the purpose of fixing rents?—I am, for that and other reasons.

63,116. I mean you are against the idea of a land court to fix rents?—I am.

63,117. Do you object to a board of arbitration to settle difficulties?—No, I would not

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[Continued.]

Chairman—continued.

object to a board of arbitration that could be voluntarily called into work.

63,118. But you object to anything brought into existence by law; a compulsory court of arbitration?—Yes, I object to a compulsory court.

Professor Rhys.

63,119. How would you get the women trained to do the various things you suggested just now; have you any suggestion to make?—I should have lectures on cooking given in the villages as they are in the towns at the present time.

63,120. In connexion with elementary schools, do you mean?—Yes, or in connexion with the technical education committees. I do not see why technical education should not be carried to the farmers' doors.

63,121. Have you anything of the sort in the towns now?—There have been cooking classes in the towns, I think, last winter and the winter before, and they were very well attended and made use of, and I do not see why they should not be carried into the villages.

63,122. Were they a success, do you think?—I think they were, certainly.

63,123. With regard to the accommodation in farmhouses, you said something about different stairs for the servant men and others. Does that mean that the servant men would be free to come in at any time and go out at any time they liked?—That is so in some cases, certainly. They are approached by out-of-doors staircases.

63,124. Is that so here?—Not on any of my farms.

63,125. Is it the case in this district, to your knowledge, that servant men sleep in rooms in outhouses?—Not exactly in outhouses, but in adjuncts to the house approached by an outside staircase.

63,126. So that there the farmer could have no strict control over them at night?—No, he would not.

63,127. Does that work well, do you think? We have had different views, and I only want to know what you think about it?—I think it is better that they should be within the lock and key of the house.

63,128. You think so?—I certainly think so.

63,129. Do you think the light railways you suggested would have a chance of paying if you could get over the expense of having an Act of Parliament and so on?—I cannot say that; I think they would pay. I do not know that they would pay directly, but I believe they would pay the country extremely well indirectly. Of course it depends upon where they are. I think in some parts they might certainly pay.

63,130. Both you and the previous witness mentioned something about the county rates being higher lately. Is there any special reason for that in the case of this year?—I cannot give you the exact reason. I believe it is owing to some mistake made by the finance committee of the County Council, something of

Professor Rhys—continued.

that sort. I do not blame the finance committee, but there is some reason of that sort.

63,131. You are on the County Council?—I am not on the finance committee.

63,132. But how do you work it? Do the committee give you a report of what they are doing, or how is it done? You appoint the finance committee?—We appoint the finance committee and we get a report from them. They have reported that they want considerably more rates this year, and I believe it is owing to a mistake that they made in taking into consideration money that was set apart for technical education and putting it in the general balance at the bank, or something of that kind.

63,133. Is the money for technical education being used for that purpose?—For that purpose only, and it can only be used for that purpose.

63,134. Do I understand from you that an abatement for three years would enable a tenant in this district to obtain a reduction of his rates and taxes?—I believe it did so.

63,135. I know it does in some other parts. You are very emphatic with regard to the disadvantages under which land is worked on encumbered estates?—It is very difficult on estates that are heavily mortgaged at the present time, with the present reduction of rents, to find sufficient money to do the repairs and improvements that are necessary.

63,136. I recollect an ingenious witness arguing in the earlier part of this inquiry that that did not in the least matter?—I should be very glad if he would show me how that is so.

63,137. He did not succeed in convincing me, I am afraid, but you take the other view very distinctly, I see?—I do.

63,138. So did Major Birch yesterday or the day before. Were you here when Major Birch gave his evidence?—I was here part of the time.

63,139. What do you think of what he said with regard to agreements?—I agree with every word that Major Birch said about agreements, and also with what he said about the Agricultural Holdings Act for Wales.

63,140. In the case of a tenant who was running the land out you would also approve of some means of putting a timely end to his tenancy?—Certainly I would. I have no experience, or very little experience, of anything of that kind, but I certainly think he should be stopped from running the land out.

63,141. How would you do it? That is my question?—I think the suggestion that Major Birch made is an excellent one, and I do not wish in any way to improve upon it.

Mr. Grove.

63,142. You said in answer to the Chairman that, generally speaking, there was a good deal of depression in the farming interest at the present time?—There is no doubt of that.

63,143. Have you followed closely the witnesses that have come before this Commission from time to time?—I have not.

63,144. Could you explain the words you made use of in a speech which is reported in the "Free

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Mr. Grove—continued.

Press" of last Saturday week in which you say that you regretted to say the class of people whom you would like to see give evidence, the farmers who were well-to-do and prosperous, were conspicuous by their absence. Are there a great many farmers who are well-to-do and prosperous?—There are a great many about here.

63,145. You think so?—Undoubtedly.

63,146. That, I suppose, you know of your own knowledge?—I know that of my own knowledge.

63,147. And that they are conspicuous by their absence in this inquiry?—I should say so.

63,148. Then as to the damage by game. Is that damage a very small matter, do you think?—No, I do not consider it a small matter at all.

63,149. You have heard the evidence to-day possibly about the damage by game in several instances?—Yes, I heard one witness this morning. I was not in the court the whole afternoon.

63,150. Possibly you have followed the evidence given before the Commissioners in many places in which witnesses have stated that there is great damage by game?—Yes, I have seen that.

63,151. But you consider that the rearing of game, the preservation of game, brings a large sum of money into the district?—I do.

63,152. I see that in this same speech you stated that you thought that 20,000*l.* a year was brought into this district, that is to say, into this vale, including the high lands from a certain point to a certain point which you named?—I did. I stated that in my evidence.

63,153. 15,000*l.* to 20,000*l.*?—Yes.

63,154. How did you make that calculation; it is rather interesting?—I pretty well know how much it costs for everybody who keeps a game-keeper, and I have taken a good deal of pains to ascertain how many gamekeepers there are kept in this vale. I have also a large acquaintance among people who do sport, and I pretty well know what money they spend.

63,155. So that you have the probable expenditure of a shooting tenant coming and taking a house?—Certainly.

63,156. For instance, we will take the chairman at your very meeting, Major Ellis. Is he a shooting tenant, or is he a resident all the year round in this part?—He is a manufacturer at Ruthin. I cannot tell you whether he is a shooting tenant or not. I know he has been a shooting tenant if he is not now.

63,157. Is that the Mr. Ellis who sells those beautiful aerated waters that we drink, and that will make us live as long again by reason of the purity of them, I should think?—I do not know. He is a gentleman who makes mineral waters.

63,158. Now as to light railways. I think we should be agreed upon the benefit of those light railways to agriculture. Do you think it would be fair to ask the Government to subsidise those railways in certain districts?—I think it would certainly.

Mr. Grove—continued.

63,159. Something on the principle of the light railways in Ireland?—Something on that principle.

63,160. So as to develop the interests of agriculture?—It would develop the agricultural resources of the country.

63,161. I think you said that you were a Churchman?—I am.

63,162. And that most of your tenants are Nonconformists?—I believe so.

63,163. Is that pretty general about this district, or is yours an exceptional case?—I think I may say it is pretty general.

Chairman.

63,164. Mr. Llewellyn Jones asks the following questions:—"Have not the county rates decreased since the year 1888, the year before the county council came into power?"—I do not know what they were in that year.

63,165. "Can you say what the county rate was in the years 1888, 1890, and 1893 respectively?"—No, I cannot, my Lord.

63,166. "Mr. Griffiths, of Garn, stated that rates were much the same now as 20 years ago. Do you agree with him?"—I do not think there is any material rise in them.

63,167. "Is there a farm called Tanydderwen on your mother's estate near the town of Denbigh?"—There is.

63,168. "Have you any objection to stating what is the rent of this farm?"—The rent is 30*l.* a year.

63,169. "How many rooms are there on the ground floor of the house connected with this farm?"—There are to the best of my knowledge only two.

63,170. "How many rooms are there on the upstairs floor?"—There is no upstairs floor.

63,171. So that it is a two-roomed house. "Until last year was the stable simply separated from the house by a thin partition in which there were several large holes?"—It was separated by a thin partition in which several large holes were made, and as soon as it was reported to me that they were made, almost immediately afterwards the stable was entirely altered. The whole arrangement of the stable has been altered at a considerable expense.

63,172. "When was the house repaired and the position of the stable changed?"—Within the last 12 months, I think. It is about nine months ago. I do not remember the exact time.

63,173. "Have you a house called Penisarllan in the village Nantglyn?"—Yes, my mother has.

63,174. "Is the house built against the churchyard?"—It is built adjoining the churchyard.

63,175. "And is the floor of the house on the same level as the bottom of the graves, which are only four feet from the bottom of the house?"—No, certainly not; at least I am speaking from what I remember of the place. I

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[Continued.]

Chairman—continued.

should say certainly not. My attention has never been called to it, and I have never looked, but I should say certainly not from my knowledge of the place.

63,176. "Have you a farm called Nantgwyn?"—I have.

63,177. "Is that yours or your mother's?"—That is my own.

63,178. "What is the rent of this farm?"—12*l.* a year.

63,179. "How many bedrooms are there in the house attached to this farm?"—It is not a farm; it is a cottage, with a little bit of land attached to it, and occupied by a man and his wife.

63,180. How many rooms are there?—There is one bedroom and a kitchen.

63,181. "Is there a bedroom in this house without a window?"—Not that I am aware of. I have never seen it.

63,182. "What is the condition of the outbuildings on this farm?"—I had intended to re-roof them with slate, but the tenant (himself a thatcher by trade) preferred to have the thatched roof repaired, as he considered it warmer for so high a situation, and this was done.

Mr. WILLIAM WILLIAMS called and examined.

Chairman.

63,186. Do you speak English?—No.

63,187. Will you look at that document. Have you had that interpreted to you by the official interpreter?—Yes.

63,188. Is it absolutely correct?—Yes, as far as I know.

63,189. Are you willing that it should be read?—Yes.

[The following statement of the witness was read.]

Evidence of William Williams, Bryngwyn, Llanefydd.

63,190. How far is Llanefydd from here?—Four miles.

I live at Bryngwyn in the parish of Llanefydd and am a tenant farmer.

My landlord is Mr. T. A. Wynne Edwards, of Denbigh. There are about four acres of land, and the rent is 7*l.* 10*s.* I also pay 6*s.* yearly tithe to my landlord. I have lived at Bryngwyn for 35 years, and the rent was 7*l.* 10*s.* then as now. The buildings have been repaired by the landlord, who also did all the haulage. This happened more than ten years ago. The house was repaired over 30 years ago. For the last two or three years I have received an abatement of 10 per cent. I also get 2*s.* 6*d.* every half yearly rent audit in lieu of rent dinner. I desire to give evidence as to the consolidation of farms, which is very detrimental to the interests of the working man. The workman loses his home, and small holdings are grouped together

Chairman—continued.

63,183. Do you mean that has been done to the outbuildings?—I cannot say as to the outbuildings.

63,184. That is the question, "What is the condition of the outbuildings on this farm?"—They are in fair condition for a small tenement. I should tell you, my Lord, if you will allow me to draw your attention again to the amount of money that has been expended, it is nearly 1,500*l.* in eight years. I admit that there are things that want doing yet. I never said that the property was in the state of repair it should be in, but I maintain that a vast amount has been done and is annually being done to put it in a better state of repair than it was in. I should tell you, that before I had that property it was in the hands of my father for six years, and before that it was in the hands for 18 years of the tenant for life who was adverse to our interests, and he never spent during the whole of that time a single farthing, so far as I am aware, in repairs of any kind. Whenever a tenant went to him and asked him for repairs he simply reduced the rent and did nothing, so that it came very hard upon us during the first few years of our holding the property.

63,185. They are annual tenancies on your estate, are they not?—They are all annual tenancies.

Re-examined
76,698.

Chairman—continued.

and let to one tenant. Mr. Hughes, of Kinmel, has destroyed from 16 to 18 small holdings in the parish of St. George, to form a park, and I believe he continues to carry on the same policy. Faenol Bach on the Kinmel estate is 1,600 acres or more. It is difficult for workmen to find suitable houses, and at times labourers are scarce. There are not enough labourers in the parish of Llanefydd to cultivate the farms properly.

63,191. You have lived here for 35 years?—Yes.

63,192. You are well acquainted with the small farmers in this district?—Yes, the majority of them.

63,193. Are times very hard with them or not?—Yes, very hard.

63,194. Do you ever hear them complaining of their rents?—Yes, the small tenants particularly so.

63,195. Do you think yourself the rents are too high?—Yes, on the small farms.

63,196. And you do not think that the small tenants can go on paying these rents and paying for their living as well?—It is very hard on them to get on, but they have a strong clinging to their houses.

63,197. The feeling of affection for their homes is very strong, is it not?—Yes.

63,198. It would be a great misfortune for them to leave these homes?—Yes.

63,199. And sooner than do that they are prepared to pay a higher rent than they think they ought to?—Yes, no doubt.

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[Continued.]

Chairman—continued.

63,200. Have you ever heard of such a thing as a land court?—Yes.

63,201. Are you personally in favour of such a court?—Yes.

63,202. Are you able to say whether the small farmers in your district would be of the same opinion?—Yes; the majority of them.

Mr. Grove.

63,203. Do you say that the cottages being short leads to there being insufficient labour on the land?—Yes.

63,204. That is, if there were more cottages in the district you speak of, there would probably be more labour on the land?—Yes, all of them would like houses at once if they could find houses fit.

63,205. You speak of 15 or 18 small holdings that were consolidated. Who lived in those, were they labourers on the land, or who?—Small farmers.

Chairman.

63,206. I have some questions by Mr Vincent: "What was roughly the date of the first and the last of the consolidations on the Kinnel estate?"—I cannot say, but they have been taking place continually since I left there.

The witness withdrew.

Mr. DAVID EDWARDS called and examined.

Chairman.

63,216. You can speak English?—I will try my best.

63,217. Would you like to read this statement, or will you have it read?—I would like to have it read, if you please.

[The following statement of the witness was then read.]

The evidence of Mr. David Edwards, late of Ty Gwyn, Abergale.

I am a farmer and have been so during the whole of my lifetime. I should like to give evidence respecting my tenancy of Ty Gwyn. I came there by marrying the daughter in the year 1856.

63,218. Who is the landlord?—Mr. Hughes, of Kinnel.

63,219. You are one of the tenants of Mr. Hughes, of Kinnel?—I used to be.

63,220. Have you gone to Surrey?—Yes, I have.

63,221. You have left Wales?—I have.

63,222. And you lately were a tenant of Mr. Hughes, of Kinnel?—I was.

[Statement continued.]

Her father and mother held a farm under a lease at a fixed rent for 21 years, which lease I

Professor Rhys.

63,207. When did the first of them take place?—I cannot remember.

63,208. 20 years or 30 years ago?—Yes, from 20 to 30 years up to now.

63,209. When was the last that you remember?—Last year, I think.

63,210. You remember one last year?—Yes, I am not perfectly sure, Tynyffordd, I think, last year and Berthengron.

Chairman.

63,211. There are some further questions by Mr. Vincent: "Did you say the acreage of Faenol Bach was 1,600 acres?"—That is the common report of everybody about, though I do not personally know that it is so.

63,212. "Will you deny that it is more than 474 acres?"—I cannot say what it is, but I know it is very large.

63,213. "Were not the cottages taken down for improvements for new roads, &c.?"—No, to make a park for Kinnel. I do not know the details.

63,214. Were not new cottages built afterwards?—Yes, a few were built lower down below St. George and by Faenol Bach, but our loss is to the land and to lose the labour on it.

63,215. "Is there not sufficient accommodation for the requirements of the district now?"—No, if the proper amount was employed, there is not sufficient.

Chairman—continued.

worked out, the lease containing a sliding scale according to the price of wheat. After the lease expired I was obliged to pay the full fixed rent, which was 20 per cent more than I had paid for the previous five or six years, while the price of wheat was continually coming down. After I went there, considering we had the lease and trusting to the honour of my landlord, I at once commenced making several improvements in draining the land, in filling old broad ditches, making boundary walls around the stackyard and garden, planting an orchard, filling yard in front of the house, adding two new rooms to the house, and fixing new ceilings above the old rooms, building cart shed and a granary, pigstyes, planting several thousands of quicks, also carting for a new cattle shed, two new pigstyes, and building one large pigstye myself, which is now to be seen, and facing sand banks with stones. After 28 years of my tenancy, there was an addition of another small farm to Ty Gwyn, which proved that the cultivation of Ty Gwyn was satisfactory.

63,223. When did your late father and mother first become tenants under Mr. Hughes, of Kinnel; do you know the year?—It was my father-in-law who was the tenant when I went there; not under Mr. Hughes, of Kinnel, but under Lord Dinorben.

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Mr. D. EDWARDS.

[Continued.]

Chairman—continued.

63,224. What year was it when the tenancy first began?—1834, I believe, when they first came there.

63,225. You remained there till what year?—1890.

63,226. Then the family were under Mr. Hughes, of Kinnel, and Lord Dinorben from 1834 to 1890?—Yes.

[Statement continued.]

On the 20th day of August in the year 1890 I received a notice to quit, and I went to the office to ascertain the reason why I was turned away, and the reason I had was that I was not a satisfactory tenant. I asked them if they would compensate me for the improvements which I had made on the farm, and they promised faithfully that they would. I called at the office again to ask when I could have the improvements valued, and they asked me to name a valuer. I replied I had not thought of the question. They informed me that their valuer would be Major Birch, a land agent in the neighbourhood; they also named for me Mr. Bell, of Bodrhyddan, who was also a land agent, or one of their tenants, Mr. Owen Williams, Glan Clwyd. So I chose the tenant farmer. In fact the two valuers were of their own choice. My claim amounted in the aggregate to 802*l.* 12*s.* 6*d.* This is the claim (*handing document*).

63,227. Is this the original or a copy?—That is the original. The claim amounted in the aggregate to 802*l.* 12*s.* 6*d.* less one-third on account that I had derived a portion of the benefits of the improvements, therefore the nett amount of my claim was 535*l.* 1*s.* 8*d.* The referees appointed their umpire, Mr. Thomas Rigby, of Sutton Weaver, who after being over my farm and spending a whole day over the claim, persuaded me to accept 100*l.* rather than go to law, as the agents would do nothing else but refer to the Agricultural Holdings Act, which was no benefit to me. Since I left Ty Gwyn I have been farming in the south of England, and my sole object in coming down before your honourable Commission is to give you a few instances of the many grievances which my brother farmers have to bear in Wales. I consider that the land agents in Wales have not had the proper training, nor the practical knowledge of farming to be capable of filling their posts satisfactorily.

63,228. Who are you farming under now?—The Crown.

63,229. Where did you say you were?—In Surrey.

63,230. Are you doing pretty well?—Yes.

63,231. At Esher in Surrey?—Yes.

63,232. Close to Claremont?—Close by.

63,233. What is the extent of your holding?—About 140 acres.

63,234. Mostly grass land?—Mostly.

63,235. You can make a comfortable living there?—I am doing so.

63,236. Have you got a lease?—Yes.

63,237. For how many years?—14 years.

Chairman—continued.

63,238. Under the Woods and Forests?—Under the Crown: I suppose under the Woods and Forests.

63,239. You are quite satisfied with your present tenancy?—I am.

63,240. Are there any restrictive covenants in your present tenancy?—In what way?

63,241. I mean if you have any hay or straw and such like, you can sell off as you like?—I can do just as I like.

63,242. You have perfect freedom?—Perfect freedom.

63,243. Do you consider you are better off under the Crown than you were on the Kinnel estate?—I am.

63,244. You were in Wales all your life?—All my life.

63,245. And you are intimately acquainted with Welsh farming?—I am, especially in that part where I was bred and born.

63,246. Do you think that the farmers have been very hard hit by the late bad times?—They have been very hard hit.

63,247. And they are very poor?—They are getting poorer and poorer.

63,248. Do you think they can live at the present rents?—I do not think they can.

63,249. You do not think the present rents can continue?—No.

63,250. They must go down?—They must go down, in my opinion.

63,251. Have rents gone down very considerably round you at Esher?—I could not say.

Mr. Grove.

63,252. You say that your object incoming down before this Commission is to give a few instances of the many grievances which your brother farmers have to bear in Wales. What sort of grievances do you mean?—Well, in a great many ways, such as the keepers for one thing, and the arbitrary way that the agents go about with their people. They are afraid to come here before you for fear that they will be marked men for it.

63,253. Then you really think that a great many farmers stop away because they fear to come before the Commission, do you?—I do. They told me last Monday night.

63,254. Have you ever been an active politician or taken an interest in some of these agitations that went on a few years ago?—I have.

63,255. Do you attribute the fact that you had to leave the farm to the active course that you pursued then?—It may be that, and it may be something else. I have two or three things in my mind that I did which I think they did not like. They never told me when I asked why I was turned away.

63,256. What did they say when you asked the reason?—That I was an unsatisfactory tenant.

63,257. That means that you were a bad farmer, does it?—No, I do not think that, or else they would not have given me another farm added to it.

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Mr. D. EDWARDS.]

[Continued.]

Mr. Grove—continued.

63,258. I want to understand what an unsatisfactory tenant means: a man who farms his farm well would not be an unsatisfactory tenant, would he?—I should think not.

63,259. Did you farm your farm well?—I believe I did.

63,260. Did your neighbours consider that you farmed your farm as well as anybody else in your district?—I believe they did.

63,261. And do you consider that when you left the farm it was in a much better condition than when you went there?—I was obliged to go through the water to plough it the first years I went there. I filled up all those places, and I could go straight from one headland to the other afterwards. If that is not an improvement, I cannot say what is.

63,262. Is this claim which you have handed in the claim you put in when you left?—That is it.

63,263. I see these items: Measurements of all ditches closed, 1,183 yards; planting quicks, 1,296 yards; boundary walls round stack-yard and garden, 353 yards. Altogether you seem to have spent a lot of money there, amounting to 802*l.* Then you deducted a third off that, leaving 535*l.*, and for that you had 100*l.*, did you?—For that they offered me 100*l.* if I would leave the place as it was. Mr. Rigby pressed me to take it, as it was no use going to law because the Agricultural Holdings Act would be no good for me.

63,264. But do you now conscientiously feel that you left something like 400*l.* in the land when you went away from it?—I conscientiously feel now that they owe that money to me in the building of the house and the cart sheds and the carting and everything.

63,265. As set out here?—As set out there.

63,266. Was there any interference with the tenants in that district done when those tithe agitations took place in 1886 or 1887?—I do not understand you exactly.

63,267. You took an interest in the tithe agitation, did you not?—I did.

63,268. Did any other tenants take in interest in it?—Yes.

63,269. Near to you?—Yes.

63,270. Did any of them feel the severity of having notice and all that in the same way that you did?—They did not get notice, I do not believe they did, I do not know of it.

63,271. You do not complain of any other action beyond the fact that you had notice just about that time?—I complain of how they treated me. There may be some things that are in my mind, but they never spoke of them. I used to make use of the Hares and Rabbits Bill, and if I shot a few hares now and then I was called to the office to give an account of myself.

63,272. But had you not a right to shoot them?—Yes, so I believed.

63,273. Under the Hares and Rabbits Act?—Yes.

63,274. But they found fault with you for doing what you had a right to do?—Yes, and

Mr. Grove—continued.

their own keepers were beating the fence on one side and I was shooting the hares the other side.

63,275. I suppose you got the hares and the keepers got the pleasure of beating the fences?—Well, there was a little tug about it; I was the strongest man, it seemed, and I got the hare.

63,276. Do you think now that the keepers sometimes are inclined to be rather unkind towards the tenants?—I believe they are.

63,277. You complain of that, do you?—I do.

63,278. Did you have much damage by game there?—No.

63,279. Not much?—No, not any.

63,280. All that you did with the ground game was shooting hares and rabbits, which you were quite entitled to do under that Act?—I did.

Chairman.

63,281. I must ask one question. It is a very serious statement you have made. You have stated that the tenants are afraid to come forward?—They are.

63,282. Are the tenants aware of the Witnesses' Protection Act?—I do not believe they are.

63,283. Have they heard this: I have stated it myself several times, and Lord Kenyon and Sir John Llewelyn have also stated it when they have occupied the chair: That if any case of intimidation or prevention of witnesses coming before the Commission were proved, we should not hesitate at once to put the law into force, which involves very considerable penalties?—Yes, but there is a way to go round that. You could never come up to them till they were caught in the act.

63,284. I may take it from you, I suppose, that there are many good estates where that would not occur. On the best managed estates there would be no objection to the tenants coming forward?—I do not believe any one would, but they are afraid of the agents of the place, and the landlords do not take much interest in the estates themselves; they leave it all to the sub-agent, a man who knows nothing at all about farming—only a bit of a clerk.

63,285. Then, I take it from you, it is your deliberate opinion that the tenant-farmers are afraid to come forward and give evidence before this Commission?—They are.

63,286. That is your opinion?—That is my opinion and what they told me. There is no opinion about it.

Professor Rhys.

63,287. You say they told you?—They told me.

63,288. When, or who?—Last Monday night when I came over, in the town of Abergyle.

63,289. You say, "They told me"?—They told me.

63,290. What do you mean by "they"?—I must not name them, because they are here listening, and they will pick them out.

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Mr. D. EDWARDS.

[Continued.]

Professor Rhys—continued.

63,291. I do not want you to name them, but did you meet a number of farmers?—I happened to come into the town where the farmers meet. Some of them knew I was coming, and they wanted to tell their grievances about their dogs being poisoned, and different things.

63,292. They told you about these things?—They told me these things on Monday, and I knew that they were being poisoned now and again. We cannot swear who it is, but we know of one case where the keeper killed two valuable dogs, and he was obliged to go to the County Court to pay damages for doing it, belonging to Mr. Hughes, of Kinnel.

63,293. Who was obliged, the keeper?—The keeper.

63,294. The keeper was obliged to pay the damages?—Yes.

63,295. Did these farmers tell you several things because they knew you were coming here to give evidence?—They did.

63,296. And they wished you to tell the Commission?—They wished me to explain this matter.

63,297. Have you told us all that you meant to say?—Oh, no, I have not told you all.

Chairman.

63,298. Mr. Vincent asks whether you are aware that Mr. Charlton will be here to-morrow, and he says he will rebut the evidence that you have given to-day?—He is quite welcome to come.

63,299. But will you be here to-morrow?—I would rather go home.

63,300. But Mr. Charlton will be here, and you will have to be here yourself, if you wish to rebut anything that he says?—Well, I had better stop here, then. I would rather do that than they be put upon in any way.

63,301. Very well, Mr. Charlton, the agent to Mr. Hughes, of Kinnel, will be here to-morrow, and you will hear what he has got to say on his side?—Very well.

63,302. I have some questions to put to you by Mr. Llewellyn Jones: "Do you know whether any other tenants on any part of the Kinnel estate left about the same year that you left?"—I do not.

63,303. "Had some of them received notice to quit?"—I could not say.

63,304. "Do you know of cases where clergy-men interfere with tenants?"—Yes, I do—with myself.

63,305. Will you state them?—I saw a letter in the hand of Mr. Foulkes, a sub-agent, stating that if I did not pay the tithe I should be turned away. I said, "You have nothing at all to do with it, because there is plenty for them to distrain on in Ty Gwyn."

63,306. Did you see the letter?—I saw it.

63,307. What was the name of the clergy-man?—The Rev. Mr. Evans.

63,308. Where was he vicar of?—Towyn.

63,309. He said "You will be turned away if you do not pay the tithe"?—The sub-agent did.

Chairman—continued.

63,310. "You were formerly an alderman of the Denbigh County Council, were you not?"—I was.

63,311. "What is your opinion of the Agricultural Holdings Act, 1883?"—It is no good at all for a tenant farmer, but first class for the landowner.

63,312. "Do you think the compensation provided to tenants under the Agricultural Holdings Act is adequate?"—Well, I do not know what it is.

63,313. "Do you know of cases where tenants who have improved their farms have failed to obtain adequate compensation when leaving?"—I do not know many of them, if there are any.

63,314. "How do the gamekeepers behave towards tenants as a rule?"—From roughly breaking their fences down, trampling them down, especially this time of the year, the beginning of September. Then the cattle go over if there has been shooting, and they never make up a fence in any shape, and when the rabbit time comes they pull down the fence and leave it as they get the rabbit out, dig it out.

63,315. "Do you know of any unpleasantness which has occurred with keepers on the Kinnel Estate?"—No, I do not, only in that way.

63,316. "How would you amend the present game laws?"—By Act of Parliament, do you mean?

63,317. Would you do away with it, I think Mr. Llewellyn Jones means?—No, I would not do away with it, but let every tenant have his game.

63,318. "Do you know of any instances where farmers' children assist their parents to pay rent?"—I do.

63,319. "Were Daniel Jones, Wern, and William Jones, Pentre du, formerly tenants on Mr. H. R. Hughes' estate?—I believe they were.

63,320. "When did they leave the estate?"—Somewhere about that time, I cannot tell exactly.

63,321. About what time, the time you left?—About the time of the tithe agitation.

63,322. Do you know under what circumstances they left?—No, I could not tell you.

Mr. Grove.

63,323. You think that the tenant farmer should be entitled to the game on his farm?—I do.

63,324. Do you think that that would lead to the destruction of game altogether, or do you think that they would keep a reasonable amount of game on the farms?—They would be satisfied that they could do what they liked with them then, and they could either kill them themselves or let somebody else kill them for them.

Chairman.

63,325. It is the custom in England very often for the tenant farmers to have the game on their estate and not to be charged the game rent, is it not?—It is with me now.

Re-examined 63,763.

The witness withdrew.

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Mr. R. WILLIAMS. |

[Continued.]

Mr. RICE WILLIAMS called and examined through an Interpreter.

Chairman.

63,326. Do you speak English?—Welsh.

63,327. Is that your statement?—Yes.

63,328. Has it been read and translated to you?—Yes.

63,329. And are you satisfied that it is correct?—Yes.

63,330. Are you willing that it should be read?—Yes.

[The following statement of the witness was read.]

Evidence of Mr. Rice Williams, of Alavowlia, Denbigh, on behalf of himself and his co-tenants on the Ystrad Estate, Denbighshire, viz., Rice Williams, Alavowlia, 90 acres, Henllan; John Story, Penybryn, 73 acres, St. Asaph; John Edwards, Penbrynllyn, 85 acres, Llanrhaiadr; Thomas Davies, Segrwyd, 74 acres, Llanrhaiadr; William Davies, Penfforddwen, 110 acres, Llanrhaiadr; John Roberts, Penymaes, 30 acres, Llanrhaiadr; David Jones, Voel Gasydd, 80 acres, Llanrhaiadr; John Evans, Llainwen, 237 acres, Llanfair, D. C.

63,331. All these gentlemen have authorised you to speak for them?—Yes.

63,332. And you are satisfied that what you say is absolutely correct?—Yes.

We are on perfect good terms with our landlord, Colonel Hughes. We are not anxious, nor is there any necessity, for any dispensation to disturb the present arrangement. We have every confidence in our landlord and the way he manages his estate. His great experience and the practical knowledge he has concerning all agricultural matters qualify him in a special manner to settle any question which may arise between us; there is no necessity for a middleman. We are at all times in a position to lay direct before him any matter that may happen. All the permanent improvements are made by him, such as repairing or rebuilding farm houses and outbuildings, finding, fixing, and keeping in order all the gates on the estate. He has also in several cases supplied water for our own and for the use of our stock. No interest is charged for money spent on his estate for our benefit. We are supplied with as many draining pipes as we need. The tenants in some cases pay for laying. He has drained a great area of his property entirely at his own expense. The landlord has acknowledged the present depression in agriculture by permanently reducing our rents. We feel that the land should be relieved from burdens in taxation, which in our opinion is put upon it to excess. The tendency of the present age is to put the whole of the local rates on land and real property. Personal property should bear a share of the burden. Railway rates are excessive on agricultural produce and it ought to be illegal to charge preferential rates. There is no doubt but that the farmer is pressed

Chairman—continued.

by these rates to a greater extent than is generally realised, when we consider his almost universal requirements. No doubt the chief cause of the present agricultural depression is foreign competition.

63,333. What is the name of your landlord?—Colonel Hughes.

63,334. You are on a very good estate?—Yes.

63,335. And you are perfectly comfortable?—Yes.

63,336. On Colonel Hughes's estate, I suppose, a farm during the Colonel's lifetime is as good as a freehold?—No, I have to pay the rent.

63,337. But it is as secure as a freehold?—Yes, I believe so.

63,338. Do you know the district yourself; have you lived in it all your life?—No, it is 14 years since I came here.

63,339. Under what landlord did you live before you came here?—Colonel Branston Smith, of Pencraeg, Llangefni.

63,340. Was he as good a landlord as Colonel Hughes?—We were on good terms.

63,341. How long did you live on that estate?—Six years.

63,342. Why did you leave Colonel Branston Smith?—Because I did not like the farm.

63,343. Otherwise the conditions were satisfactory?—Yes, the steward wanted me to wait a bit and he would get me another farm.

63,344. Do you consider that, there are many tenants in your neighbourhood who are as well off as they are on Colonel Hughes's estate?—I cannot say for certain, but all of them are not.

63,345. Some tenants are very poor, are they not?—Yes.

63,346. And some tenants complain of their rents, do they not?—Yes.

63,347. And would be very glad if the landlords would reduce their rents?—Yes.

63,348. Have you ever heard them say that they cannot live at the present rents?—Yes.

63,349. And have you ever heard them say that they would like to have some land court to fix the rent at a proper value?—Not many, but I have heard some say so.

Mr. Grove.

63,350. How many tenant farmers signed that document? Have they signed it?—They have not signed it.

63,351. Then how did they give you authority to come here and speak for them?—They were here to-day, only they got tired and left, and they had seen this evidence.

63,352. Was that document prepared before to-day?—Yes, we had met together previously.

63,353. When you met together, how many tenants were present?—All these.

Adjourned to to-morrow morning at ten o'clock.

5 September 1894.]

Mr. D. JONES.

[Continued.]

The Town Hall, Denbigh, Denbighshire, 5th September 1894.

SECOND COURT.

PRESENT:

LORD KENYON (IN THE CHAIR).

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Mr. JOHN MORGAN GRIFFITHS.

Mr. DAVID JONES called and examined through an Interpreter.

Lord Kenyon.

63,354. You are Mr. David Jones, of Caeau Uchaf, Carnarvon, and you have a statement which you wish to make, I think?—Yes.

63,355. Has it been read over to you?—No.

63,356. Do you understand sufficient English to correct any mistakes in the translation?—I have sufficient confidence in the Interpreter.

63,357. Are these parishes of Llanwnda and Llandwrog in Denbighshire?—No, they are two Carnarvonshire parishes.

[The following statement of the witness was then read.]

My Lord and Gentlemen, I undertake to give evidence on behalf of the upper parts of the parishes of Llanwnda and Llandwrog, Carnarvonshire, viz., the small holdings that were enclosed out of the common. The buildings were erected and the land cultivated by tenants, viz., the working classes, at their own expense. The land belongs partly to the Crown, and partly to the parishioners. The Crown claims what is under the surface, the slates and minerals; and the parishioners the surface and what grows upon it. These small holdings were valued by a jury selected by the Crown agents, and often people were selected who never saw the place they had to value, and who knew hardly anything about its value. An improvement in this has taken place recently. Now men are selected from the neighbourhoods in which the property valued lies. It was also valued, for the second and the third time, by the officer of the Crown. About 30 years ago, the Crown sold its right to these lands for 1*l.* 15*s.* to 2*l.* an acre; now the Crown demands that much or more annually for them. Soon after the time I have mentioned, the Crown refused to sell land in any of the two parishes. I have heard that the reasons given by the Government for not selling are that proprietors of quarries want the land, and that those who have bought the lands ask a big price for it, when it is wanted to work the quarries. This is supported by Mr. Seebohm, Question 27,548, in the evidence of January 25, 1894. Mr. Seebohm says "that one man had bought 5*l.* worth "of land from the Crown, and that he asked "500*l.* for it from a quarry proprietor." So that because of the sin of this man, 134 are accounted sinners in the parish of Llandwrog only. I do not know the number in the parish

of Llanwnda. What reason is there in that? As most of these lands are far from the quarries, and as the people are willing to buy them on condition that the Crown can purchase them back for the same price, if required for the use of the quarries, what reason can be given for not selling to them? There is a great difference comparable between the landlords and the Crown. At Question 27,466 of the report that I have mentioned, Mr. Seebohm says that the Crown let farms at Hafod-y-Wern, one of 160 acres for 60*l.*, and the other of 116*a.* 3*r.* 33*p.* for 50*l.* There is a farm of the same nature by its side, of 332 acres, and so larger than the two mentioned put together, for the price of one of them was 60*l.* Its name is Trasgol. The landlords gave houses and enclosed lands to their tenants; the Crown only gave them a bare common. The landowners repair the buildings: they are all allowed to tumble down for all the Crown would do. The landlords rent their own property, but the Crown rent the property of their tenants. The Crown did not receive anything from the land, until the people built houses on it and cultivated it. It is seldom that the leases of the landlords are less than 60 years, but those of the Crown are only for 21 years. If any one builds a house on the property of a gentleman, he is granted a long lease, at a small annual payment, but if a house is erected even on the side of Moeltryfan, on the Crown land, 1*l.* a year must be paid for the place, and there it stands. The officers of the Government come round to inquire as to the rent of this one and the other of those who are about the Crown land; they do not take into consideration at all the money that their owners have spent upon them, and they value the Crown lands, which are the fruits of the labour and capital of their tenants, according to those. A few days ago, the Crown valuer came to Carmel, Llandwrog, to John Roberts, merchant. This man had erected a stable, and had placed his hay stack on the common. The officer came to the building, and said that it was worth 30*l.*, and that the man would have to pay 30*s.* a year for it, to the Crown. This is how the Crown officers act. They look upon the property of other men as if it was Crown property, and they fix a rent on it.

At Question 27,524 on the same day, Mr. Seebohm says if a tenant has lived under the Crown for 30 or 40 years, he would have received the value of his labour from the land. Nothing of the kind. If a man lived a thousand

See
63,360.See evi-
dence of
next three
witnesses.See
63,360.See
63,360.

5 September 1894.]

Mr. D. JONES.

[Continued.]

Lord *Kenyon*—continued.

years, he would not get his money out of the Crown lands, because the cost of cultivation is more than its value. It is a shame that the Crown takes the fruit of the labour of the people away from them in their old age. At Question 27,550, I see that there are 202 acres of Crown lands in Llandwrog. What are the total rents, and how much have they been advanced since 20 years; and also how much land has the Crown in Llanwnda, how much are the rents, and how much the increase of rents since 20 years, and what is the amount of Crown capital that has been sunk in these lands? About 18 years ago the Crown rents were raised. I will give a few instances from the two parishes, the extent in acres from the rate book, and their first rents, as well as the people can remember.

	No.	Acreage.	First Rent.	Advanced to.
<i>Parish of Llanwnda</i>				
Maenllwyd -	229	A. B. P. 2 2 0	£ s. d. 0 17 4	£ s. d. 3 10 0
Bryn y gro -	239	3 0 0	0 7 0	4 0 0
Gors -	235 and 236	3 0 0	0 15 0	6 0 0
Bryngoleu -	268, 268A, and 388	3 2 0	0 13 0	2 13 0
<i>Parish of Llandwrog*</i>				
Terlyn -	334	P. 15	0 13 10	1 0 0
Mienigwynion -	32, 28, 275	—	0 17 4	3 9 4
Tyddyn engan -	288	—	—	6 0 0
Gardd Penllel -	277 and 76	about 1	—	no building 1 0 0
Tan y ffordd -	276	about 2	—	no building 0 10 0
Pen Caeronwy -	385	—	0 7 4	1 0 0
Gallt y foel -	275	—	0 3 4	1 0 0
Tyntwll -	280	—	0 6 4	1 9 1
Penrhiwia -	63 and 327	—	—	4 7 6
Ty Biddan Bwlch y llyn.	—	A few square yards, a place for pigs to walk.	—	0 5 0

* I had no Llandwrog rate-book.

I could give scores of places similar to these. The price of the land of the surrounding gentlemen is from 3s. 10d. to 12s. per acre, and all of it is much better than the common. One shilling per acre would be a big price for the common. We are perfectly willing that the Crown should get its own property, viz., the common as it was before it was cultivated, and before houses were built upon it, and also that the people should get their property, viz., the land, and the labour in the land; and our request is, that the Crown should sell the land to the people for its value as a common. We do not by this intend to throw the slightest obstacle in the way of the slate quarries; the people are willing to buy the land on condition that it should revert to the Crown for the same price, if it should be required to open a quarry, or to bury quarry rubbish.

63,358. Why do you give evidence here? Is it because it is the first opportunity you have

Lord *Kenyon*—continued.

had since Mr. Russell Sowray's evidence?—I was not aware that the Commission took evidence as to mountain land until we saw the report of the meeting in London.

63,359. I think I followed you that you put those statements down to Mr. Seebohm?—Yes.

63,360. I should like to explain to you that they are not Mr. Seebohm's statements, but Mr. Russell Sowray's statements in reply to Mr. Seebohm's questions?—I did not understand that sufficiently well, and I accept the correction.

63,361. Mr. Seebohm is not here, and I do not know whether he would like those statements to be put forward as coming from him?—I admit I have made a mistake.

Mr. *Brynmor Jones*.

63,362. How many small holdings or encroachments do I understand there are in Llandwrog?—134, it is stated in the evidence.

63,363. And in Llanwnda?—I cannot give the number.

63,364. The 134 I gather to be persons who have made terms with the Crown, and who are paying rent?—All of them pay rent.

63,365. There are not very many recent encroachments?—Only very few cases, sometimes a few yards and sometimes an acre.

63,366. I understand that you, and the gentlemen for whom you appear, are complaining of the rents charged by the Crown?—Yes, because the Crown do not spend any money on the land, but they raise the rents on the labour.

63,367. Are they tenants from year to year?—Yes.

63,368. I want to understand the nature of your complaint. Is it that the rent charged by the Crown is too high?—Yes, for the common as it was.

63,369. Would you acknowledge that the amount of the rent ought to vary according to the lapse of time?—No, I would not.

63,370. We have some evidence of what, for instance, the Marquis of Bute did: that when he found an encroacher had built upon the common, in some instances he gave a lease for 30 or 40 years at a nominal rent?—That is different from the Crown land. There are not more than that number of years since the encroachment began in our part.

63,371. After a certain number of years, 30, 40, or 50 years, Lord Bute and some of these other owners have charged full rents?—Our land costs at least 20l. an acre to cultivate, and that is quite as much as it is worth.

63,372. Do you say you ought to have this land, either rent free or at a nominal rent for all time?—For a small rent, being the value of the common before it was cultivated.

63,373. If this is the property of the Crown, in a certain sense I have an interest in it?—It is only partly the property of the Crown; the parishioners have the grazing of it and the Crown cannot enclose it.

63,374. There your law is wrong. The Crown could enclose it as long as sufficient common

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[Continued.]

Mr. Brynmor Jones—continued.

was left?—But it is not too much for the common as it is.

63,375. Then does it not occur to you that none of these gentleman ought to be there at all?—These men pay for it as much as it is worth, and they also pay for their own labour, they pay for the house which they have built at their own cost, and for the cultivation of land at their own expense.

63,376. Do you think that the mere fact that the tenant was on the spot and took advantage of the land, and enclosed it, ought to give a right as against all the world?—No, I do not.

63,377. Then do you not think the justice of the case is met in the way I have suggested by a small rent for a certain number of years, and then a rack rent or a full rent afterwards?—That would be the same thing as if a man took a farm from a landlord, and after a certain number of years the rent was raised, perhaps 60 or 70 per cent. The farm that I have mentioned, Trosgol, is only 3s. 8d. an acre, and every man knows it is far better land than the common.

63,378. I will put it in another way. What have the tenants paid for the land they have built their houses upon?—They paid at first a nominal rent, and now they are paying a full rent. I instance one place, Gors.

63,379. Which is the oldest encroachment?—Gors is.

63,380. What was the date of the encroachment?—It might be 50 years ago.

63,381. There I see the first rent was 15s. How long was the 15s. paid?—Until 18 or 20 years ago.

63,382. Then they paid the 15s. for about 30 years?—Yes.

63,383. Then the Crown raised it to 6l.?—Yes.

63,384. What is your practical demand in that case now? What do you ask the Crown to do?—This man has expended on that little place recently 120l.

63,385. Is he tenant from year to year only?—He has a lease which will expire in about four years.

63,386. Why did he spend 120l. on the place that he had only a few years' lease to run upon?—The house is coming down, and it would have to be rebuilt. The house was only built about 40 years, and before that time they had only been paying 15s. for the land.

63,387. What do you ask that the Crown should do in the case of Gors, for instance?—I believe the valuation by the parish officers of that place is 3l. 5s.

63,388. You ask for a reduction of the rent there?—It is very high, without any expense on the part of the Crown.

63,389. We are very much interested in your evidence; we are not against you, but only want to find out what you mean. Is that the demand in respect of all these other holdings that are mentioned in the parish of Llanwnda?—Yes, the same thing.

63,390. You do not ask, as I understand, that this property should be assigned by the Crown

Mr. Brynmor Jones—continued.

for nothing?—We wanted to pay the full value for it, without taking into consideration the labour of the men and the money expended.

63,391. In valuing for the purpose of assessing the rent, you want to exclude the houses built upon the encroachments?—I think that would be just.

63,392. Have you any complaint with regard to the general management?—A good many have received notice to quit this year, and very likely it means another advance in rent.

63,393. Is there any reason given for the notices to quit?—I am not aware of any.

63,394. Who is the local agent?—Mr. More receives the rents since a very short time ago. We have nothing against the way in which that gentleman conducts his business.

63,395. Are there many people in small holdings in this parish?—They would be glad to get a little more land. We have several houses without any land attached to them at all.

Mr. Griffiths.

63,396. Do you consider the people had a right to build there at all at the beginning?—I cannot say that. I should think they had as much right as any one in the country, as they are part of the people of the country.

63,397. If we all came there, there would be no room for any one.

Mr. Brynmor Jones.

63,397A. We should all come there probably, if we thought that?—There is no room for you.

Mr. Griffiths.

63,398. Is that the earliest assessment you have of this land?—This is the 1879 assessment.

63,399. Can you not obtain the very earliest assessment?—No, I am afraid I could not. I produce this for your inspection.

63,400. You cannot say there was ever a time when these people paid no rent?—There has been some paid for 21 years.

63,401. They were very foolish to pay at all?—There are a good many have not paid at all for that time.

63,402. If I rightly understand you, you claim that these small copyholders should have the land at the same rate of value as what the landlords have purchased some other lands from the Crown at?—Yes.

63,403. You would be satisfied with that?—Yes, I should be perfectly satisfied with that.

63,404. Did you ever tell the Crown agents that?—It is no use telling them.

63,405. Why, the other day Dr. Pan Jones advocated the giving of all the land to the Crown, but according to your reckoning the Crown are very bad landlords.—Well, we must have a better way of governing them than the way which exists at present.

63,406. Have you any way to recommend?—The way in which it is done in our part is to summon a jury, the men from the neighbourhood, knowing the value of the land that they are

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[Continued.]

Mr. Griffiths—continued.

about to assess, and that jury, on Monday, last passed a resolution that they approved of that system.

63,407. They were satisfied with that valuation?—Yes, they were. I have been one of the jury for the last three years, but I do not think there has been more than 5s. worth brought before this jury to be assessed during the last three years.

63,408. People do not build as they used to do then?—There are a good many things assessed, but not by the jury.

63,409. Who does it then?—The officer of the court.

63,410. They do not do it in court as they used to do then?—They do not.

63,411. You consider that there is some underhand work done inside?—There is a place which I have mentioned which has been assessed so high that they cannot get enough to pay the assessment out of it.

63,412. How much per year is this Crown land let at now?—There are 15 perches let for 1l., and that is about 10l. 15s. per acre.

63,413. Is that building land?—There is a house on it, built by the man who resides there.

63,414. You wanted to leave the house just now. I want to know the value of that land itself, without the house, per acre. What is it let at now?—12s. There are farms in the lower parts of the parishes let for that now.

63,415. You mentioned a farm just now let for a great deal less than that.—Yes, 3s. 8d.

63,416. Is that land as good as the common land?—It is a great deal better, but you asked me "as it was cultivated."

63,417. What I want to get at is what has been the expense of getting it to that condition? What is the course taken to clean the land?—It has been dug.

63,418. Do you breast-plough it and burn it?—After it has been dug.

63,419. Do you burn it?—Well, there are too many stones and gorse on it.

63,420. How much per acre would it cost to do that?—20l. per acre at least.

63,421. That is a very large sum, and I rather doubt that statement, but at the same time they have gone to a very great expense, far greater expense than the landlords would?—Yes.

Lord Kenyon.

63,422. Is this the translation of a letter which you put in the "Herald Cymraeg" (*handing*)?—Yes.

63,423. Mr. Stafford Howard wants to ask you three questions on that letter. The first one is with regard to the widow. "Can you state in what way the 80l. was spent in Crown land by the husband of the widow referred to in the printed letter?"—Yes, I can.

63,424. Will you state how it was?—The husband of this widow bought this land from the man who had enclosed it for 50l. The house was going down, and 30l. was spent in rebuilding the house. There are four years still running of the lease of that house.

Lord Kenyon—continued.

63,425. "Do you know whether the widow has any title to the land?"—The widow, by this time is dead. There are two orphan children there.

63,426. When she bought?—I do not know what she had. She went to Mr. More to ask if she could put in her name for it.

63,427. When she paid that 50l., did not she get any title?—She had the lease.

63,428. She bought the lease?—For ought I know. I do not know, but I know that they have spent the 80l. on the place.

63,429. Do you know how much there was of that lease to run when she bought?—I do not.

63,430. Then the second question from Mr. Stafford Howard is, "Can you say when the encroachment for which 4l. is paid was made?"—I can mention several places which are even dearer than that.

63,431. Will you pay attention to the question asked, and answer it?—At the rate of 4l. a year. I do not say there are places of several acres, but it is at the rate of 4l.

63,432. I will continue the questions. "Do you know the rent which has been paid for it since it was made?" Do you know when the encroachment was made?—What I say is that there are small holdings which are more than 4l. per acre, but they do not contain that acreage. I will read the extract from the letter, so as to make it quite clear. "I know of one who is still alive, and upwards of 73 years have passed over his head. He led a steady and industrious life all his days, he obeyed the laws of his country and the commandments of his God, he erected a house and cultivated three acres of Crown land, and he thought that would afford him shelter from want in his old days. All his labour was in vain, the great, powerful, and opulent Government of Christian Britain took away all his means, and he has to pay 4l. a year to the Government for value created by his own labour."

63,433. With regard to that instance, can you say when the encroachment for which 4l. is paid was made?—I cannot give the time, but it may be 50 years.

63,434. Do you know the rent which has been paid for it since it was made?—As well as the man remembered, the first rent was about 7s.

63,435. How long was that for?—I do not remember for how long, but it was then advanced to 4l. 15s. 6d., and then it was reduced to 4l.

63,436. "Do you know that the encroachment is held on a lease for a term of years?"—Yes, but the lease does not add to the value of the land.

63,437. "Will you state the name of the quarry where the high rent charged by the Government is paid?" That is in the second column of the letter?—Alexandra, and Moel Tryfan, and every quarry they have in our neighbourhood. I heard the Alexandra quarry paid 1,200l. last year.

63,438. Is that a rent or a royalty?—They might get tons of slate from there without getting any profit at all.

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[Continued.]

Lord Kenyon—continued.

63,439. "Have you the approval of the Crown lessee in making the statement?"—No.

63,440. The quarry lessee—the Alexandra quarry?—The stewards did not tell me that they had paid 1,200*l.*, but I have heard it from another man, who has no connexion with Alexandra Quarry. This is what I say myself—our quarries do not pay for their working.

63,441. You say it on your own responsibility?—Yes.

63,442. Now I have some questions to put to you by Mr. Owen Wynne. "Do you think anyone has a right to erect a house or enclose land to which he has no title, whether that land belongs to the Crown or to an individual?"—That is a little outside my sphere. I am talking about the Crown lands.

63,443. This does refer to the Crown lands. Do you think anyone has a right to erect a house on land to which he has no right or title,

The witness withdrew.

Mr. EVAN GRIFFITH called and examined through an interpreter.

Lord Kenyon.

63,448. Do you reside at Rhosgadfan, Llanwnda?—Yes.

63,449. Is this your statement?—Yes.

63,450. This is an English translation of it, with which you are satisfied?—Yes.

[The statement of the witness was read as follows.]

I desire to give evidence in connexion with the Crown Lands that stand in the upper portions of the parishes of Llanwnda, and Llandwrog, Carnarvonshire. I desire your courtesy while I state a few facts in connexion with these lands, as they appear to us, the tenants, who have laboured diligently to establish homes for themselves. At first, when these places were enclosed, the Woods and Forests Department were reasonable in their conduct, and hoping that they would continue so, many ventured to spend most of their money and their labour to improve the land, and to build houses in which they could live. We are all perfectly content to pay the full value of the land as it was when we had it, but to pay for the improvements which we ourselves have brought about is an injustice, which we deeply resent. I will give a few instances as a ground for our complaint, which are a fair indication of the condition of things in connexion with the holdings. Bryn bach, number on the map 24, in the parish of Llanwnda. About 50 years ago the father of the present tenant enclosed a piece of land, rather less than 3 acres, and built a house upon it, and for many years he gave every hour he could spare to cultivate the land. His rent at that time was 17*s.* 4*d.*, but after he had, by untiring industry, gathered the stones from and manured the land, the Department came forward and claimed

Lord Kenyon—continued.

if that land belongs to the Crown or to an individual?—The Crown did not object to that.

Mr. Brynmor Jones.

63,444. You mean the Crown is powerful enough to have stopped the building, if they liked to do so?—I cannot say. They did not prevent them building.

63,445. They ought to have stepped in before, you mean?—Yes, I should think so.

Lord Kenyon.

63,446. This is a question by Mr. J. Owen Hughes. "Are you satisfied with the way the State has managed the Llanwnda and Llandwrog property?"—Partly.

63,447. "Would you like the land in Wales to be managed by the State by means of a land court?"—Yes, far better than it is now by one man.

Re-examined 63,504.

Lord Kenyon—continued.

4*l.* 1*s.*, and that is the amount they have paid for the last 18 years. Meini Gwynion, in the parish of Llandwrog, was again built about the same time. It is about 3 acres in extent. He also built a house and cultivated the place well. The rent was 17*s.* 4*d.* 25 years ago. His daughter wanted a house, and he ventured to build her one on the land, firmly believing that he would get it for the same price, but the result was that the Department advanced the rent to 3*l.* 10*s.* A railway was also taken through the middle of the place, but he did not get a penny reduction. Bryn Llwyd, in the parish of Llandwrog, a house and garden about half an acre more or less. A man named Hugh Griffith bought this place from the one that built it. He used to let it to the present tenant for 2*l.* It was 13*s.* 4*d.* that he used to pay to the Department, but in the recent valuation it was raised to 2*l.* 16*s.*, more by 16*s.* than he received. The result was that he had to leave it and lose all that he had given for it. We could bring plenty of other instances. There are cottages raised on high slopes of the mountain, which have to pay 1*l.* a year, when a shilling would have been too much. Some years ago a man died who had bought his right of the first squatters in several holdings. He also made several improvements, especially to the buildings. He paid a certain portion to the Government, and to recoup himself he received more from his tenants than he paid to the Crown. The deceased had near relatives. In equity they ought to have received their portion, but it is the Crown that receives every portion. Indeed, the rents are higher now than they were when paid to him. We understand that evidence was given before the Commission, by the

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Mr. E. GRIFFITH.

[Continued.]

Woods and Forests Department, stating that they have let the Crown Lands for one quarter their value. We wish particularly to protest against this, that it is utterly misleading in connexion with this district. Let us consider the first place I mentioned. A place adjoins it of the name of Ty'nllwyn. It is $4\frac{1}{2}$ acres, and is let for 9*l*. Another place of about the same size with land of a similar value, called Tan rallt, is let for 7*l*. These are places bought from the Crown, and their owners have spent scores of pounds to make them fit to be rented. They are high lands at the best, and we scarcely could believe that they would pay for the cost of cultivation. When the quarries were opened, many people came to this district, and they had to get a place to live in somewhere. There were scores of acres of land belonging to the Crown lying dead, without being of any benefit to anybody. Would it not be much better to give every encouragement to these people to convert this desert into flowering meadows? The tyrannical conduct of the Department has been a strong obstacle in the way of the success of our neighbourhoods. The people who were unfortunate enough not to buy their then places have seen so many

changes in the way the land is managed that they have lost every confidence. They live in a state of perpetual anxiety. We cannot see any reason for not selling these places for a reasonable price. We cannot see the force of the contention brought forward against that. Is it requisite that scores of acres of land should be reserved in the hope that a quarry might come near them; when there are no present indications of that? Everybody would be willing to insert a clause in the agreement to have it back for the same price if a quarry ever came near it. Another very poor reason that was given before the Commission was, that some one had asked 500*l*. for a place that he had paid 5*l*. for. If that happened with one man the whole should not be held responsible. There are yet scores of acres remaining unenclosed, and it is grievous to see people walking three and four miles every night and morning, through this worthless land to their work. If they were to ask the Department for permission to enclose it, it appears that permission could not be given, and if they enclose a piece without permission they would be transgressors, and as transgressors would they be dealt with.

The witness withdrew.

Mr. JOHN MURRAY DUNCAN called and examined,

Lord Kenyon. *[This evidence was interpreted to the former witnesses by the Interpreter.]*

63,451. Are you a principal clerk in the Woods and Forests Department?—Yes.

Perhaps I may first state the facts in regard to what Mr. Jones alleged about the high rents for the quarries.

63,452. Take it in your own order?—We have a local mine agent whose duty it is to be acquainted with all that is going on in his own district, and who advises us as to what is the fair rent and royalty to charge when we are granting leases. The Crown having large mineral interests elsewhere than in Wales, we have a chief mineral inspector, Mr. Forster Brown, a man of the highest eminence in his profession, who is always consulted, and it is on the advice, therefore, first of the local mine agent and then of the chief mineral inspector that these rents are fixed. In answer to the statement that the rents are high, I have here a letter addressed to the Department by Mr. Mostyn Roberts, a solicitor of Carnarvon, who acted for all the lessees.

63,453. Does this still refer to the quarries?—Yes. It is dated February 16th, 1892. The passage I will read is this. Speaking for the lessees, he says: "They desire me to communicate to you their acknowledgment of your courteous attention to my previous communications, and to the statements submitted to you on their behalf at the interview on the 9th instant, and further to inform you that they cordially accept your offer as a satisfactory solution of the question of rents and

Lord Kenyon—continued.

"royalties." That statement made by the solicitor of the lessees forms part of the record of the Department.

Next with regard to the encroachments, the relation of the quarries to the encroachment rents is a very important matter, because wherever quarries or any kind of mines attracting labour are opened, the value of land in the district immediately increases. I have a statement here prepared from the records of the Department which brings out the following facts. The amount received by the Crown for quarry rents in the two parishes to which Mr. Jones's evidence relates was in 1833, 6*l*., in 1843 it was 17*l*. 10*s*., in 1853, 569*l*. 17*s*.; in 1863, 1,123*l*.; in 1873, 1,957*l*.; in 1883, 3,467*l*.; in 1893, 2,802*l*., showing therefore a continuous development of the quarry property, fresh quarries having been opened whereby the income to the Crown increased from decade to decade.

I will give three instances to show some experience the Department has had in regard to the increased price put upon land in the neighbourhood of the quarries. Our local mine agent reported to us that he had occasion to make a tramway, or to attempt to make a tramway, which was to cross one of these encroachments which had been sold. The price at which it was sold by the Crown was 4*l*. per acre. The price which he was asked to pay for it was 1,200*l*. per acre. That land was sold by the Crown in the earlier period, when the quarries had not developed, at 4*l*. per acre. The mine agent was asked to pay at the rate of 1,200*l*. per acre for the same land. In another case the

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Mr. J. M. DUNCAN.

[Continued.]

Lord Kenyon—continued.

Crown sold in the earlier period land for 20*l.*, and we are at the present time having that land re-conveyed to us at the price of 330*l.*—16 times the original price that was paid for it. In a third case one of our quarry lessees, in order to enable him to work and develop his quarry, wanted to get some land that the Crown had sold for 5*l.*, and was asked to pay 500*l.* for the same land.

Then in regard to the particular encroachment cases referred to by Mr. Jones, I had four cases before I left London which I was able to investigate, and these four may be taken as samples of all the rest. The first one is that of the widow to whom Mr. Jones has referred; that encroachment consists of 2*a.* 3*r.* 8*p.* It was encroached in 1839, and has therefore at the present time been 55 years in the hands of the first encroacher or persons deriving title from him. Until 1865 no rent whatever was asked by the Crown in respect of this encroachment. In 1865 the rent was fixed at 15*s.* That continued until 1873, when the same rent, 15*s.*, was paid by a new tenant, Owen Jones; that continued until 1878, when the rent was fixed at 3*l.* 10*s.* The principle mentioned by one of the Commissioners as having been adopted by the Marquis of Bute is exactly the principle that the Department follows. For a very long time the encroacher is allowed to hold the land at a merely nominal or very small rent, and then the Department grants leases for 21 years, a circumstance which Mr. Jones has entirely concealed. The lease in this case for 21 years was dated in 1878, the rent being 3*l.* 10*s.* The present value of that encroachment is 8*l.*

With regard to the question which your Lordship asked at Mr. Stafford Howard's request, the fact is that the husband of the widow bought this lease, paying 50*l.* for it. He did not get any assignment of the lease, and at the present moment the children, a daughter and a son, have no legal title. They met the Crown Receiver this week to pay the rent, and the Crown Receiver advised them as to the best way he could think of to enable them to get the lease assigned into their own name. We have no reason at all to think that the daughter and the son are in any way dissatisfied with the terms of the Crown lease; moreover they stand in such a position, having this lease, that when it expires there is not the least doubt that unless the land is required for quarry purposes there will be a new term granted to them at a rent that will represent very little increase, if any at all, on the present rent.

The next case is a similar one, where the land was encroached in 1841. It has therefore been 53 years in existence. A lease was granted by the Crown for 21 years in 1888. The first rent paid in that case was 6*s.* 6*d.* in 1855; nothing at all was paid until 1855. In 1865 that was raised to 1*l.* 3*s.*, in 1888 to 4*l.*, and the present value of that is 12*l.* 10*s.* There are two other cases that are 54 and 53 years respectively since they were encroached. In both cases a term of 21 years was granted. The Crown rent in one

Lord Kenyon—continued.

case is 4*l.* and the present value is 12*l.* 5*s.* In the other case the rent paid to the Crown is 2*l.* 16*s.* 4*d.*, and the place is sub-let for 4*l.*

The policy of the Department, since the quarries have become so important, has been to refuse altogether to sell encroachments in that neighbourhood. The Commissioners of Woods act for the State, and it would be the utmost folly, in their opinion, to sell encroachments that are required for tipping ground or for developing new quarries. That is the policy of the Department, and that is the real reason why no land is sold in that particular part now.

With regard to what Mr. Jones said about the jury, the courts are simply manorial courts where presentments are made of encroachments, and a fine imposed. They are not in any sense a valuation of the encroachment that has been taken in, but a fine imposed by the jury, and that fine is accepted year after year, because the Crown does not actively interfere in throwing open those encroachments; we leave that to the commoners to do if they think fit, and to refrain from doing it if they think fit—we simply preserve the right of the Crown in the soil by exacting a fine from year to year until the encroachment has been held a sufficient length of time so that the commoners could not throw it open. That represents the policy of the Department.

Mr. Jones in his printed letter speaks about compound interest having accumulated. Having examined the papers in the Department, I can assure your Lordship and the other Commissioners that there is not a word about compound interest to be found in them, and no such thought ever entered into anyone's mind in the Department. It is entirely a fruit of Mr. Jones's imagination to say that compound interest has been added to purchase money. The fact is we do not sell at all now. We have refused to sell encroachments there because of the quarry interests. I have two letters that will finish, I think, what I have to say, unless some questions are asked, and these letters are written by two of the parties for whom Mr. Jones has spoken. This is the first one: "I beg to tender my warmest thanks for your kind information, to which I gave my immediate approval. I accept the lease for 20½ years at the conditions mentioned, and with the same post I enclose 11*s.* to W. C. Higgins, Esq., to pay the expenses of same." That is from one of the encroachers who was getting his 21 years' lease. The other one is expressed in these terms: "I beg to acknowledge the receipt of the leases to Owen Jones, Griffith Jones, and William Griffiths of land, in the parish of Llandwrog, County Carnarvon, being encroachments 275*a.*, 279, and 291, in the hundred of Uwchgorfai, and I beg to say that they feel very thankful for them." We do not find at all that the persons with whom we have direct relation in regard to these encroachments have any complaint to make, but we do find that there is a great deal of sub-letting and rack renting on the part of those who have the encroachments from

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[Continued.]

Lord Kenyon—continued.

the Crown, and who charge large rents to those who are their immediate under-tenants. The Crown Receiver for Wales is here, and he will be able to describe, if your Lordship thinks it necessary, exactly what takes place when these presentments are made at the Courts which he holds. The surveyor also, who surveys those encroachments, is here, and can state exactly what he does in valuing them.

With regard to the statement which has been made to-day that notices to quit have been served, I can state from official documents that there is not a word of truth in that, so far as it means the determining of any tenancy that has hitherto existed. In those cases where the Court fine has continued to be received year after year, notices to quit have been served, but no notices have been served in any other case.

63,454. He suggested the notice to quit was in order to raise the rent?—Those nominal fines are about to be replaced by a small rental.

Mr. Brynmor Jones.

63,455. Now you consider the encroacher has acquired a sufficient title to resist any action by the commoners?—Exactly so.

Lord Kenyon.

63,456. Do I understand you do not take any notice of encroachments; you leave it to the commoners to do that?—They are presented at the Manorial Court. We do not take notice of them until they are presented as a rule.

63,457. So that, practically, you allow encroachments still?—Not in this particular part. Our quarry interests are too important there, and our mine agent having to visit that part frequently would observe encroachments and would not allow them, at any rate to any extent.

63,458. Have you any papers in your office to show when the original encroachments were made?—Oh, yes, the most detailed papers.

63,459. How old would they be?—Those I have stated to you are about 50 years old—about 1832 and some still earlier.

63,460. Those would be the early ones?—Yes, about that date, and that is the date when the quarry rents amounted to about 6*l*. Of course, it was not known then what these quarries would develop into. No doubt some encroachments were sold at that time at a price that was very much against the public interest, as it appears now, and what Mr. Jones suggests now is that we should continue to act against the public interest by selling encroachments at that old nominal rate.

63,461. I was anxious to find out whether the agent to the Crown had done his duty with regard to these encroachments in the past?—Well, perhaps not so strictly as it is done now.

63,462. You have plenty of information about it, you say?—We have valuations in the office which show exactly the dates when those encroachments were made.

Mr. Brynmor Jones.

63,463. Have you reason to believe that encroachments on a considerable scale have taken place upon these wastes or common lands in Wales in former days?—Oh, yes, I have a copy of one rental here, which shows the number of unsold encroachments for which at present we receive rent, and then there were the encroachment sales of former days; that would not be repeated now. I have totted up roughly those for which rent is at present paid to the Crown. I think there are over 100. I think Mr. Jones exaggerated the number.

63,464. I was only talking about these two parishes. I was asking rather a general question. We shall be rather glad to have that table, I think?—I can give you a table which has been prepared, showing that 45 acres of encroachments yield the Crown 42*l*. per annum, while the occupiers pay 133*l*. 15*s*. for the same. The Crown, therefore, receives somewhat less than one-third. The present occupiers are paying three times the amount of rent which the Crown receives from our immediate tenants. These are cases that have been carefully examined into and taken out.

63,465. The encroacher therefore gets an improved rental?—Oh, yes, and when an encroachment comes into the market, we find there is great competition for it, and even difficulty sometimes in deciding as to who shall be the person to get it. To get an encroachment on the terms on which we let is distinctly a boon, and is so regarded amongst that class in Wales.

63,466. Apart from these squatter encroachments, do you find any evidence that in the 18th or 17th century there were encroachments on a considerable scale of Crown lands?—I am not competent to speak to that, but Mr. Sowray gave evidence at Westminster, which is the best I think available.

63,467. You have nothing to add to what Mr. Sowray stated on that occasion?—I have nothing to add to what Mr. Sowray stated.

63,468. I gather from you what you say is the Department of Woods and Forests has changed its policy?—In this particular place.

63,469. But generally in Wales?—We do strictly look after encroachments now.

63,470. You endeavour now to secure the unearned increment for the Crown?—That is our policy.

63,471. The sale of 23,000*l*. worth of land to Sir Watkin Williams Wynn for 6,000*l*. then, was rather contrary to that policy, was it not?—That was a good while ago.

63,472. Only in the fifties?—It was before I had any connexion with the Department, and I am not in a position either to approve it or to condemn it.

Mr. Griffiths.

63,473. Do you think the Crown were really justified in standing by and letting these poor people lay out their money in this manner upon this land, and after they had laid out the money then to pop down upon them and make them pay so much over again?—It was quite in the

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[Continued.]

Mr. Griffiths—continued.

power of the Crown, I admit, to have thrown open the encroachments to the waste, but I think the course the Crown has pursued in letting them remain is justifiable, especially at the rents they have been allowed to be held. The course adopted entirely relieves the Department of having done anything wrong to the encroachers. They have not been allowed to spend their money, and then been turned out; they have had a very long term, 50 odd years, and those who care to have leases now, are allowed to have leases for 21 years, with practically a right to have those leases renewed unless the land is wanted for quarry purposes. I therefore do not think the Department is to blame, taking its action from first to last.

63,474. Was it not the place for them to do it in the beginning, before the men laid out their money, and not now?—That was, of course long before my time, and I need not say anything about it. Some people think the Department did a good thing in creating a large number of small freeholds throughout Wales. I think Mr. Seebohm's view is that the Department did well in creating a vast number of small freeholds throughout Wales by letting those encroachments alone. If the commoners had chosen to throw them out, they were quite at liberty.

63,475. Is it right to compare land for quarry purposes with this poor agricultural land? If I rightly understand these people, they do not claim the minerals at all, they only claim the surface of the soil?—I quite admit that, but my argument is that quarries attract labourers and quarry men to work there; that land is required on which to erect dwellings for the labourers to live in, just as any public work like a quarry or a mine by attracting labourers, must increase the value of the land all round about the mine or the quarry. That is common experience and has occurred in the cases now under consideration.

63,476. I quite understand giving a man compensation for a plot of land taken for building purposes, but to take the whole off I cannot understand. If that place was wanted to carry on the quarry work I could understand it, but I cannot quite understand it now.

Lord Kenyon.

63,476A. It is the proximity of the quarry that makes the place so valuable, as I understand?—Yes, the land in the neighbourhood of the quarry becomes more valuable by reason of the proximity of the quarry.

Mr. Brynmor Jones.

63,477. It is a fight for the improved rent. Many of the cases put in by Mr. Jones, I notice, by comparing the rate book with the document he handed in, are cases relating to places which are really let to other tenants by these freeholders—that is sub-let?—Yes.

Mr. Griffiths.

63,478. Are these courts held regularly now?—Yes, they are held regularly.

63,479. Will you hand in the rental of the encroachments in this neighbourhood?—Yes. [See Appendix.]

63,480. In the first instance, when the Crown took possession of this land, do you think the expenditure of these poor cottagers was considered in the first valuation?—Oh, I am sure of it.

63,481. It was?—Yes, fully.

Lord Kenyon.

63,482. Mr. Owen Wynne asks, "I believe your mineral agent in that district is Mr. Bowen?"—That is so.

63,483. "And he is a well-known man of much experience?"—That is so. We have the utmost confidence in his professional skill and judgment, and are entirely satisfied that he does what is right to the Crown, and also to the mineral lessees.

63,484. Mr. Owen Wynne wants to know "whether there were not great disputes between the late Sir Watkin Williams Wynn and your Department as to the ownership of several of the wastes which he purchased, and to which Mr. Brynmor Jones referred?"—Yes, I think there might have been a question of title. I have read the papers, but the sale was before my day, and I do not see much good in going into it now.

Mr. Brynmor Jones.

The question was whether Sir Watkin was an encroacher or not.

Lord Kenyon.

63,485. There was some discussion about the matter the other day. The suggestion was that Sir Watkin had bought it at a very cheap rate, because the title to some of it was rather doubtful, and Sir Watkin claimed it and the Crown claimed it, and consequently it was sold lower than it otherwise might have been?—It might have been so.

Mr. Brynmor Jones.

63,486. Presumptively it was the Crown's. From what we saw it was a Crown manor or Crown honour—something very big—a lordship you may call it?—It would be a question of how long the possession adverse to the Crown had continued.

63,487. Yes, that is why I asked if there was any evidence of any encroachment on a large scale?—I daresay if it was thoroughly looked into there would be found evidence of encroachment on a large scale.

Mr. Brynmor Jones.

It was not suggested that Sir Watkin had any title, so far as I can make out, to the mountain waste.

The witness withdrew.

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Mr. W. H. MORE.

[Continued.]

Mr. WILLIAM HENRY MORE called and examined.

Lord Kenyon.

63,488. You are the steward for all the Crown Manors in Wales save two, I think?—Yes, save two in North Wales and the Radnor Manors.

63,489. Do you wish to explain something?—I wish to explain about the holding of this Court, which was referred to by David Jones. I should say that I became Crown Receiver and steward in June 1891. I then decided to hold the Court in the heart of the district, and not to have it in Carnarvon, where it was held previously—to hold it in a part of the parish accessible to the public, and to have my jury formed from actual encroachers—men who were tenants of the Crown. My object was to bring home to them the fact that they ought not to make encroachments, and if they did a fine must be enforced. I left it to them as commoners, and also as encroachers, to fix the fine, and that fine I have collected in due course. The dates of the four Courts I have held there are—15th September 1891, 5th September 1892, 4th September 1893, and 3rd September 1894. There have been six encroachments in that time. The highest fine was 2s., the lowest 6d.—two at 6d.—three at 1s.—one at 2s. They were fixed by the jury themselves. I also held my audit there, and I have impressed upon all these small tenants if they have any complaints to make, to come to me, and I shall be very happy to look into them. I have done so, and the jury at the Court Leet, on Monday last, without any request from me, voluntarily passed a resolution that every case that had been brought to me had been attended to and justice meted out to the applicants.

There is also a statement in Mr. David Jones's letter that the Crown spends no money on its property. He talks of the Hafod-y-Wern property. "We in Carnarvonshire have the best landlords in the country. They let their land upon reasonable terms, and not to the highest bidder. They expend 25 per cent. upon improvements, and in these years they make an abatement of 25 per cent. to their tenants. When did the Government subscribe even a penny towards repairing the small tenements I have mentioned, or when did they make an abatement in the unjust rents they charge? Never a penny." He spoke of the Hafod-y-Wern farm in his evidence. Mr. Sowray, I think, gave the figures, and therefore it will not be necessary to trouble the Commission with them again. We acquired the property in 1888. We have spent on it up to the present time 602*l.* 19*s.* 10*d.*, without exacting any interest on outlay in any shape or form. We are now incurring a good deal more expenditure on the farms generally.

63,490. Mr. Sowray gave us a farm called Sychnant Farm, in the parish of Maentwrog. I do not think he told us what was done about

Lord Kenyon—continued.

Hafod-y-Wern?—Since then there have been further applications for additional buildings and improvements, ceilings to rooms, and so on, and they too are being now carried out; that is to say we are now getting out the specifications and estimates.

Mr. Brynmor Jones.

63,491. Could you send us a copy of the record of this Court?—Yes.

63,492. It would be rather interesting, I think, to preserve it in the Appendix, together with a form of summons and a statement of the farms, and your proceedings at the Court?—Yes. [See Appendix.]

63,493. What is the name of this lordship or manor?—Uwchgorfai.

63,494. That is one of the territorial hundreds of the manor?—Yes; the Manor is called Is-gorfai and Uwchgorfai.

63,495. This manor is co-extensive with the hundred?—Yes.

63,496. Do you find any distinction between a Court Leet and Court Baron in your older records?—No. It has been always called the Court Leet and Court Baron, and view of frank pledge of Her Majesty.

Mr. Griffiths.

63,497. The tenants are always summoned, I suppose?—I send notices to the bailiff to put up on the chapels and churches, and also send him a formal notice to empanel the jury, and forms of jury summonses are duly served; they are printed forms.

63,498. Do the tenants themselves act as jurymen?—They do. I ought to add that there are sometimes two or three of them who are not actually tenants of the Crown, but residents within the lordship, and men thoroughly acquainted with it.

63,499. They generally have the tenants as a rule, if they can get them?—Yes; I always endeavour to get them.

63,500. Have these people built on these very new encroachments in respect of which these recent presentments have taken place?—Not very recent ones.

63,501. How have they encroached, by enclosing and adding to older encroachments?—Yes, it may be by merely straightening the fence.

63,502. A trifling area?—Yes.

63,503. That does not indicate any change from the policy which Mr. Duncan mentioned?—None at all. There are encroachments of 7 perches—of 5 yards by 2½ yards for a pigstye—that is the kind of thing, and if we did not look after the little ones we might not see the big ones.

The witness withdrew.

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Mr. D. JONES.

[Continued.]

Mr. DAVID JONES re-called and further examined through an Interpreter.

Mr. Brynmor Jones.

63,504. Mr. More says that he is Crown Receiver and Steward, and that he has since 1891 held four Courts, and instead of holding them at Carnarvon, as used to be the case, he has taken care to hold them in this district. The Court is properly summoned, among other things, and the jury listen to any evidence of any encroachments made, and then they are fined a reasonable sum; that there have been four or five such cases at these four Courts, and that the jury at the last Court caused to be recorded the satisfaction of the inhabitants with the doings of the Court, and of Mr. More. Then he put in an account regarding a farm, which does not concern you much, and in answer to your statement that the Crown have not subscribed a single penny towards repairing the tenements, he refers to the repairs of these five small farms?—I did not mention this estate. My point was the common land. I understand that estate cost the Crown over 8,000*l.*, but the common did not cost them a penny.

63,505. Have you anything to say on the previous witness's evidence?—The Crown also charge three times more for the common than for the farm.

63,506. Have you anything to say rebutting their evidence?—Nothing further.

63,507. Did you hear that they deny having charged any compound interest?—I say they do by valuing other people's property.

63,508. What do you mean by that? I do not follow you?—Because they put a rent on the labour and on the houses of the tenants themselves.

The witness withdrew.

Mr. THOMAS ROBERTS called and examined through an Interpreter.

Lord Kenyon.

63,515. Do you reside in the Llansannan parish?—Yes. I am also an occupier in Llanfairtalhaiarn parish.

63,516. Have you a statement?—Yes.

63,517. Has it been read over to you, and do you say that it is correct?—Yes.

[The following statement of the witness was then read.]

I am a tenant farmer, residing at a farm called Ffordlas in the parish of Llansannan. I am 64 years of age, and have occupied this farm since about the year 1850. The farm formerly belonged to Mr. Edward Foulkes of Manchester.

I. PERSONAL.—I propose to give evidence with reference to the parish of Llansannan and part of the parish of Llanfairtalhaiarn. The chief landlords are Mrs. Wynne Yorke, Plas yn Gornel; Mr. Williams, Llywesog Hall; Mr. Wynne Edwards, Denbigh; Mr. Lloyd, Wenallt; Mr. R. W. Wynne, Garthewin; and Lord New-

Mr. Brynmor Jones—continued.

63,509. You call that compound interest?—Yes.

63,510. Do you mean that the Crown are taking a profit not only from the capital value of the land but from the capital value of the labour expended upon the land?—Yes, and charge more even that way.

63,511. You said, "After the Government had valued the land, if it was not paid for, compound interest was charged upon the sum, and in many cases the interest became greater than the purchase money." Do you adhere to that, because they strongly and stoutly deny it?—I have indicated in one instance that the rent was 9*l.*, and the purchase money was only 8*l.*

63,512. Which instance is that? What was the name of it?—Bryngwynt. "30th September 1857. Sir,—We beg to acknowledge the receipt of 19*l.* 18*s.* 2*d.* for the purchase of encroachment No. 269 on the plan of the Hundred of Uwchgorfai in the county of Carnarvon. Purchase money, 8*l.* 8*s.*; conveyance, 1*l.* 11*s.*; 21 years' rent, 9*l.*" That was 21 years' rent. I say that is larger than what they ask for the land.

63,513. But it was the rent for 21 years?—That may be.

63,514. Arrears of rent—it is no interest; at any rate that is what you mean. I see the meaning you attach to the word interest; but that is not what we should ordinarily call compound interest?—I do not think I used the term compound interest. My letter was in Welsh, and somebody else translated it.

Lord Kenyon—continued.

borough. The area to which my evidence will refer is three miles in length by two miles in breadth.

II. OWNERSHIP.—There have been a good many encroachments by tenants, especially by the tenants on Lord Newborough's estate. The tenants encroached and cultivated friths, varying in area from 5 acres to 15 acres. After they had cultivated them for some years they were compelled to pay a small rent to the landlord, and the rent has been gradually increased.

Nant melai bach.—One of the family of the tenant of Nant melai mawr made an encroachment of from 25 to 30 acres; built a house and buildings upon it. Ultimately a rent of 10*s.* was demanded, and when another of the family came in the rent was raised to either 5*l.* or 8*l.*, at which it now remains. In connexion with some of the farms near the mountain there are sheep runs. I believe the sheep runs follow the ownership, and not the farms. Thus, in case of a sale by an outgoing tenant, if the new

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[Continued.]

Lord Kenyon—continued.

tenant declines to buy the sheep, he does not acquire the right of sheep pasture on the mountain, but the purchaser of the sheep acquires it. I do not think, therefore, that the amount of the rent of a farm in any way depends on the right of sheep pasturage.

III. OCCUPATION. — *Term of Tenancy.* —

February 2nd for the land, and the house and part of the buildings on May 1st. In case of Mr. Wynne, Garthewin, the land is taken in November, and the house, &c., May 1st. Very few farms are let on lease; some on Garthewin estate are leases for life. These leases are very old. The rest are all tenants from year to year, determinable generally by six months' notice to quit. There is very little demand for leases as tenants are afraid to bind themselves for a long period of years at a high rental. Another reason is that most leases stipulate that the tenants should keep the buildings in good repair. I asked for a lease some 20 years ago. Mr. Williams replied that I need not trouble to take a lease, that my farm would be safe for me so long as he and his son lived. I think that possibly, in this district, the annual tenants farm as well as the leaseholders. In some cases on the Yorke estate, where leases were taken, the original lessees have not remained on their farms till the end of the term of the lease. As a rule, I think, nothing is paid for damage done to a tenant's holding.

Agreements and Leases. — The following clauses are regarded as oppressive: —

"1. Six months' notice.

"2. Interest on buildings and repairs (Williams' estate).

"3. Tenant to do haulage free.

Rent. — The rents of farms of similar qualities vary greatly, both on different estates and on the same estate. The rent of smaller tenantry is higher per acre on the larger farms. The rent varies from 7s. 6d. to 30s. an acre, according to the nature of the land. No services are rendered now, though some of the agreements stipulate for carting coal to the hall, keeping a dog, and taking a fat goose to the hall at Christmas. These clauses have fallen into disuse since many years.

The general rule, I believe, is for the landlord, or his agent, to fix upon a rent for a farm, and to try to secure a suitable tenant who will pay this rent. There is a certain amount of competition for vacant farms, and this possibly leads to the rents being let to a high bidder.

Rents have been raised upon almost all the farms in the district. About 40 years ago all the rents upon the Dyffryn Aled estate were raised, though I could not say by what percentage. Since then there has been no general increase of the rents on the Dyffryn estate, though in individual cases the rent has been raised. Upon the Llywesog estate all the rents were raised by Mr. Williams immediately after the purchase of the estate. Ffordlas from 12l. to 16l. 5s.; Llys Aled from 40l. to 60l. In most

Lord Kenyon—continued.

cases the rent has been raised from 30 per cent. to 50 per cent., while on some of the smaller holdings the increase has been even greater. About seven or eight years ago Mr. Williams made a permanent reduction of 2s. in the pound or 10 per cent. On the Dyffryn Aled estate there have been a few reductions, especially where farms have changed hands within late years. On the Dyffryn Aled estate there have been temporary abatements of 10 per cent. or 20 per cent. for the last eight years. On the Garthewin estate the rents have even been increased within the last few years. No valuation was made on the Llywesog estate before the rents were raised. On the Dyffryn Aled estate, when the rents were raised some 40 years ago, a valuation was made.

The rent is paid some six weeks after it falls due.

Size of Farms. — The average size of farms in the district would be about 50 acres. There have been a few consolidations of farms in the district. Most of these consolidations took place fully 20 years ago.

IV. CULTIVATION. — There is a scarcity of labourers in the district. Possibly the fences, &c. are even better attended to than in past years. I think that during the past 20 or 30 years there has been considerable improvement in this district in the cultivation of land.

Drainage. — Some drainage is done by landlords, the landlords in some cases supplying pipes and the tenant doing the labour.

Buildings. — On the Llywesog estate the rule has been for the landlord to undertake all new buildings and building repairs, the tenant doing the haulage. The tenant has to pay 5 per cent. interest to the landlord for repairs, and 2½ per cent. for new buildings. On the Dyffryn Aled estate the gates and posts are given to the tenant and he places them up. On Llywesog estate only timber in the rough is given.

Artificial manure by tenants.

V. THE GENERAL CONDITION OF THE FARMING POPULATION. — 1. *Proprietor Farmers.* — Very few farmers have bought within late years in the district. Such freeholds as are found have been chiefly inherited. Their position is as good as that of the tenant farmers.

2. *Tenant Farmers.* — Farmers wives and children have to work hard. Children do not as a rule receive wages. Many farmers could not live if they had to pay wages to their children. I have heard of children who have sent a portion of their wages home towards the payment of the rent. I believe that during the past few years there has been a good deal of borrowing by farmers towards paying their rents, farmers becoming surety for each other at the banks.

3. *Labourers.* — Farm labour chiefly done by family of tenant. Very few married labourers living in cottages in the district. Most of the labourers are lodged on the farm premises. I

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63,586.

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Mr. T. ROBERTS.

[Continued.]

Lord Kenyon—continued.

have occupied the farm of Ffordlas, consisting of 28a. 1r. 28p, since about the year 1850. The farm was bought by Mr. Williams, of Llewesog, in the year 1875, being sold under an Order of the Chancery Division of the High Court of Justice. When the farm was bought, my rent was 12*l*. The rent was immediately raised to 16*l*. 5*s*. Certain repairs were made by the new landlord, and some new buildings erected. I did all the haulage in connexion with this work. After they were completed I was compelled to pay interest at the rate of 2½ per cent. in respect of new buildings and 5 per cent. in respect of repairs on the amount expended by the landlord. This amounted to 3*l*. 4*s*. 6*d*. A field containing 9a. 1r. 34p. was added to the farm, and 8*l*. rent charged for same. The total rent I was thus paying, including the interest in respect of new buildings, amounted to 27*l*. 9*s*. 6*d*. Some few years ago the rent was reduced to 25*l*. 1*s*. During the last two years I have received temporary abatements, viz., 1*s*. in the pound in May 1893, and 2*s*. in the pound in November 1893 and May 1894.

63,518. Do you give the instances of the Garthewin rents which have been raised within the last three years?—Yes, I can. Ceunant ucha Farm was raised from 50*l*. to 80*l*., but that includes the tithe.

63,519. When was that?—About three years ago.

63,520. Do you know what the tithe was?—10*l*., I was informed.

63,521. Do you know why it was raised? Was it re-let?—I am not aware why it was done, unless it was the landlord wanted to have more of it.

63,522. Was it re-let?—I was farming it myself for two or three years previously.

63,523. It was a new taking?—Yes, a new taking.

63,524. Do you know of any rents being raised on the sitting tenant?—I have heard so.

63,525. Have you heard instances of new tenants not buying sheep on the mountains?—Yes, it has happened so sometimes.

63,526. Can you point to any instance of a man owning only a sheep run, as you mentioned just now?—No, I do not know of such a one as that.

63,527. I never heard of such a thing before—that the sheep run went with the sheep?—Whoever buys the sheep takes the sheep run.

63,528. But it is always the tenant of the land?—Sometimes it is the new tenant, or if the new tenant does not buy it, another farmer buys it, and he claims the sheep run.

Mr. Griffiths.

63,529. Does he pay any rent for that sheep run?—I am not aware that anyone pays any rent for it.

63,530. How is it that there is a scarcity of labour and yet the fences are better kept?—It is

Mr. Griffiths—continued.

the common complaint that there is a scarcity of labourers, and that there are fewer labourers in the country.

63,531. Should it not follow then that the fences are in a bad state of repair?—There is much improvement in them during the last few years by putting wire for fences, which is quicker than fence cutting.

63,532. I should think they must be better labourers too?—I do not know that. There is another reason why labourers are scarce. Farmers cannot keep them all the year round, and therefore they go somewhere where they can get regular employment.

63,533. That is quite right; but this is the first time we have found the fences were kept better when the labour was scarce?—I have a reason to give for that. The invention of machinery has enabled work to be done with much less labour on the farm.

63,534. Your farm is in the parish of Llan-sannan, is it not?—There is only one field in the parish of Llansannan. The rest is in the parish of Llanfairtalhaiarn.

63,535. Are those Welsh parishes?—Yes, they are called so.

63,536. Do most of the people speak Welsh there continually?—Yes, most of them.

63,537. Are they chiefly Nonconformists?—Yes, the majority of them.

63,538. Do you know the feelings and the desires of most of the tenant farmers in your district?—I know that between one and another they complain a great deal about the hard times. I am very sorry to say one thing, they are complaining at home that they are too much afraid to come to Denbigh to face the agents and landlords.

63,539. Why is that, do you think? You are not afraid to come. Why should the others be afraid to come?—I am not afraid. The times are so hard that if I was turned away I could not be much poorer.

63,540. Did the others know you were coming here, and ask you to come and speak for them?—No, they did not.

63,541. You have come on your own account?—No, I have not altogether on my own account. I had sent my name in 12 months ago, and then I felt myself partly bound to come.

63,542. Do you think that any legislative changes might be made that would benefit tenant farmers—any just and reasonable legislative changes?—To have fair rents, fixity of tenure, and compensation for improvements. That would be an advantage, and I do not see it is any injustice to the landlord, or that it is in any way unreasonable.

63,543. How would you get those objects? By what means do you suggest the attainment of those ends?—If they cannot be attained between the tenant and the landlord, we must have a Land Bill.

63,544. What kind of Land Bill do you suggest?—I have already indicated what I

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Mr. T. ROBERTS.

[Continued.]

Mr. Griffiths—continued.

want, that is to get fair rents, a feeling of security as to our holdings, and compensation for improvements and labour.

63,545. You could not say what kind of Act you want more particularly than that?—I should like to get an Act for the requirements of the times. We only get the marketable value of an animal in the fair, and why should we pay more than the marketable value of our land as rent?

Lord Kenyon.

63,546. I have two or three questions to put to you which are handed in by Mr. Owen Wynne. "Do you not think that if a person has a lease it is fair that he should keep the house and outbuildings in repair?"—Not under the present circumstances.

63,547. "If the rents of small farms are higher than large ones, do you not know that the houses and buildings on such farms cost much more in proportion than on large ones?"—That is to some extent the case, no doubt.

63,548. "Do shopkeepers and tradesmen pay their children wages when they are living at home and helping them with their business?"—I cannot say.

63,549. "Do you mean to assert that when a man other than the incoming tenant or landlord buys the mountain sheep on a sheep walk he pays no rent to anyone for the walk?"—I am not aware of him paying a rent to anyone.

63,550. "Would you like your farm let by its marketable value to the highest bidder?"—If I was a landlord I would never let it like that.

The witness withdrew.

Mr. DAVID ROWLANDS called and examined through an Interpreter.

Lord Kenyon.

63,561. Is this your statement?—Yes.

63,562. Has the evidence contained in it been translated to you, and is it correct?—Yes.

63,563. Would you like to have it read?—If you please.

[The following statement of the witness was then read.]

"I am a retired farmer, residing at Nant y crawen, Llansannan. About 100 years ago Jane Cadwaladr, my grandmother's aunt enclosed, the land mentioned below, and subsequently conveyed the same by deed to William Hughes, the father of my uncle, David Hughes, of Tanygreigie, in the parish of Llansannan, who took possession and worked the same:—Ffridd Ucha, Ffridd Isa, Rofft, Dol ty yma, Dol Ty Draw, Dol Wenith, and Plantation Rough below Rofft, all those fields being adjacent to a farm held by him under Mr. Wynne Yorke, and he regularly paid chief rent to the Bishop of St. Asaph, and I also paid the same. I produce the receipts extending over a large number of years. (The witness handed in receipts.) David Hughes

Lord Kenyon—continued.

63,551. I do not think that answers the question; would you like it yourself?—No; there are some fools of bidders.

63,552. The following questions are put by Mr. J. Owen Hughes:—"When were the rents raised on the Dyffryn Aled estate?"—40 or 41 years ago. A man of the name of John Salisbury, Waendywysog, valued the whole estate.

63,553. Was he a competent valuer?—I believe he was. I am not very sure of it.

63,554. Mr. J. Owen Hughes's questions continued:—"Was this rise in the rent due to improvements made by the landlord on the estate?"—I do not think it was.

63,555. Can you give any specific instance of farmers who are afraid to come forward to give evidence?—Not unless I name the whole of the parish of Llansannan.

63,556. Have you made any complaint yourself to your landlord?—I asked him for repairs once or twice. All the repairs I have had done I have had to pay interest for.

63,557. But I mean have you ever complained about the rent?—No. We did some years ago, as tenants complain to him, and ask him for his sympathy.

63,558. Did you get anything?—Yes, we did.

63,559. What?—We then had the abatement of 2s. in the £ that I mentioned.

63,560. The following question is put by Mr. John Williams, agent:—"Were the tenants as a body not as well satisfied with the conduct of the late Mr. Williams as a landlord as of any other landlord in the district in respect of fair rents, reasonable abatements, and security of tenure?"—I am not aware of any complaints in that respect.

Lord Kenyon—continued.

succeeded his father in the property, and when he died he devised these fields to me. I produce the probate of the will of the said David Hughes. (The witness handed in document.) In July 1852, I was served with notice to quit by Mr. P. W. Yorke. As I declined to do so, county court proceedings were commenced against me. The action was heard at the Denbigh County Court, and judgment obtained against me. I beg to produce a copy of the evidence given at the trial. (The witness handed in documents.) What I complain of is the state of the law whereby after my family had enclosed and cultivated land I was ejected without any compensation. The chief rent is reduced to those now on this property. The rent in my time was 16*l.*, now it is 30*l.*, an abatement of 3*l.* being granted by Mr. Yorke.

Mr. Brynmor Jones.

63,564. I understand that what you complain of is this, that while you were a tenant you made an encroachment on adjoining land, and

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Mr. W. HOWATSON.

[Continued.]

Mr. Brynmor Jones—continued.

that you thought you might treat that adjoining land as your own. Is that the point?—Yes, it is so.

63,565. And I suppose that what the county court judge said was that if a tenant encroaches he encroaches for the benefit of his landlord?—There was a road dividing most of us on the two properties. They did not actually adjoin.

63,566. But was that what the judge said?—Yes, and that I had signed it in the take note.

63,567. Had you done that?—I had not done it.

63,568. But your father had?—He denied that he had done so.

63,569. And the judge found against you?—He did.

63,570. Had you got counsel or solicitor?—Yes.

63,571. Do you complain that the judge was wrong?—I do, and also my solicitor for not producing all the evidence.

63,572. Wrong in law you mean, as the law is now. Why did you not appeal?—That is where I made a mistake, but I instructed my solicitor to do so.

63,573. What is wrong about the law; what point do you make against the rule of law—never mind whether that particular case was rightly or wrongly decided; of course we must presume it was rightly decided, being the decision of a court of competent jurisdiction; but whether it was rightly or wrongly decided what change in the law do you recommend?—There were two witnesses who perjured

Mr. Brynmor Jones—continued.

themselves in the action, and also that a party is allowed to enclose common land, to pay chief rent for many years, and then to be turned out by his rich neighbour without a penny of compensation.

63,574. I am afraid that the law of perjury is rather outside the scope of our investigation. Is this the agreement of your holding Tanygreigie?—Yes.

63,575. What was the date of the taking?—I came there instead of my uncle.

63,576. Was this your uncle's agreement?—So I understood.

63,577. What was the date of this? There is no date on it?—I cannot say, but I think it is 30th August 1851.

Lord Kenyon.

63,578. Apparently he did not sign it?—No.

Mr. Brynmor Jones.

63,579. That was the common form of agreement on the estate, was it?—So I understand.

Lord Kenyon.

63,580. Do you put this in for us?—Yes.

Mr. Brynmor Jones.

63,580A. Then I do not think we want those receipts. We cannot re-open the county court judge's decision—you did not appeal.

Lord Kenyon.

63,581. Are you still in the farm?—No, I am not.

The witness withdrew.

Mr. WILLIAM HOWATSON called and examined.

Chairman.

63,582. Where do you live?—Plas Newydd, Llansannan.

63,583. Are you agent for Mrs. Wynne Yorke?—Yes.

63,584. Do you wish to rebut any statement by Mr. Thomas Roberts?—Yes.

63,585. What statement do you wish to rebut?—He made a statement that the reduc-

The witness withdrew.

Mr. JOHN ROBERTS called and examined.

Lord Kenyon.

63,587. Do you live at Geinas House, Bodfari?—Yes.

63,588. What are you?—A land agent and tenant farmer.

63,589. To whom are you land agent?—To Col. Mesham, the trustees of the late Canon Browne, Dr. Anderton, and Mrs. Charlton Jones.

63,590. You are a tenant farmer yourself?—I am.

Chairman—continued.

tions that were given were only temporary for the last eight years. They have been made permanent.

63,586. He said the rents were raised 40 years ago?—I have nothing to say to that. I do not know anything about that, but they have been made permanent for the last five years.

Lord Kenyon—continued.

63,591. What is the size of your farm?—160 acres.

63,592. Who is your landlord?—P. P. Pennant, Esq.

63,593. What rent do you pay?—I do not remember the rent?—It is about 29s. an acre.

63,594. Now, will you kindly give us your statement?—I am a land agent, valuer, and farmer, of 45 years experience in the counties of Flint and Denbigh, superintending about 2,000.

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[Continued.]

Lord Kenyon—continued.

acres as an estate agent. I hardly know of any tenant in this part who is not able to speak English. I am not prepared to give an opinion as to the manors and their enclosures. I hardly know of any landlord showing any difference between a Nonconformist and a Churchman. But it is true the Nonconformist landlords are most particular in selecting Nonconformists as their tenants. Repairs are always done by the landlords, but in some instances the tenants haul the materials for the work gratis. The land hunger in North Wales is quite different to the Irish. With the largest class of farmers, where there are three or four sons, some are brought up for professions, clergy, lawyers, and doctors, and the small farmers' sons, are brought up to trade, joiners, carpenters, grocers, &c. Previous to religion and politics being mixed up together, all farmers were Conservatives both in heart and soul. Since passing the Corn Laws, farmers then believed that they were going to be ruined by the Radicals and Liberals, which has now proved to be the case, and they are the worst landlords. The present rents on an average are now 30 per cent. lower than they were 50 years ago. The increased facilities, owing to railway accommodation, is very much to the advantage of farmers to have better markets for their produce, though in this district the rates are very high and unfair, compared with other districts. Rents are very uneven, some farms are very reasonably rented, and others are 20 per cent. too high, according to the average of agricultural produce. Every landlord supplies the materials for the repairs, and most landlords take the whole expense of repairs. Repairs on an average cost from 10 per cent. to 12 per cent. The average interest on land bought of late years is from 2*l.* 10*s.* per cent. to 3*l.* per cent. A general reduction of 10*l.* per cent. to 20*l.* per cent. has been made on most estates in North Wales, in addition to previous reductions without being asked for by the tenants. I am only speaking of what I know myself.

Mr. Griffiths.

63,595. Who values for you? Do you value for yourself, or do you employ a valuer?—I value them myself. I value my own farm myself.

63,596. I think you said just now the farms were too highly rented?—I am told so all over the country, and I believe so, too, from what I hear.

63,597. I think you say that the others are too high?—I will withdraw that the value is too high, but the rents are too high.

63,598. You are a valuer, you say?—I did not value them.

63,599. You said you did value them?—My own agency.

Lord Kenyon.

63,600. You do not mean that the land for which you are agent is too high?—No, I do not.

Lord Kenyon—continued.

63,601. You mean other land?—Yes, I have heard in this Court, to-day a great many I know that are rented too high, but I am not going to tell you which they are now.

Mr. Griffiths.

63,602. Did I understand you to say that all farmers used to be Conservatives?—Yes.

63,603. How long ago?—About 50 years ago.

63,604. They were all Conservatives?—Mostly. I remember the time when Bright and Cobden came, and then what we should call a Whig would be almost ashamed to show his face in company. Perhaps you do not remember those days.

63,605. I do not?—Well, I remember Bright and Cobden being in the town of Huntingdon, and it was dangerous for a Whig farmer to come amongst them at that time.

63,606. They must have been very clever men to have converted all the people to become Liberals?—Well, it is religion and politics mixed together, that has got at them.

Lord Kenyon.

63,607. As to small tenements, do you think there should be more of them?—It would be advisable to have more of them, of about three to four acres. I do not approve of small tenements of about 40 acres of land; they are a great disadvantage.

63,608. You think they are worse off than the labourers?—Yes, very far worse off, and I will give you my reason for it. With about 40 acres a farmer must have three hands and a pair of horses, and he will never be able to go on without. On a 200 acre farm you can manage better with two pair of horses and eight men.

63,609. If it is not a big farm, you recommend one of about three or four acres?—Yes.

63,610. You say in your statement that the wives of this class of men are now very scarce; what do you mean by that?—They have not had the practice of managing a little dairy. I am afraid they are backward in this part of the country in that respect.

63,611. You say you have a dairy school. Do you think that does good?—Yes, it does.

63,612. Would you advise people to go to it?—Yes.

63,613. You think the new system is good?—Yes, I have approved of it from the beginning.

63,614. And there is something to be learnt from Miss Roberts, of Llewenni?—Yes, a good deal more to be learnt.

63,615. It makes them thrifty and hardworking?—Yes, and teaches them all kinds of work, to cook as well; there is almost everything done in that house.

63,616. You have an opinion about a land court. What is that opinion?—I do not believe in a land court. I should like to have one uniform agreement all through the country.

63,617. Such as Major Birch proposed?—Yes, I quite fall in with that.

63,618. You agree with him altogether?—Yes, I do agree with him to give one uniform

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[Continued.]

Lord Kenyon—continued.

agreement, and if any dispute arises between landlord and tenant the Board of Agriculture to come and inquire between them, and an independent valuer to come from that Board who did not care a straw for any man living.

63,619. What have you to say about Mr. Pratt?—Mr. Pratt has done a good deal of good in this country. He has brought some of the best entire horses to this part, and in two or three years again, the farmers who make use of his entire horses will reap benefit from his visit to this country. That man has spent a lot of money, and he ought to be encouraged and thought a lot of.

63,620. You have something to say about one farm on which the buildings alone have cost 1,100*l.*?—Yes.

63,621 The tenant did no carting?—No.

Lord Kenyon—continued.

63,622. Is that Mr. Pennant's property?—No, the late Canon Browne. When I first came to my farm Mr. Pennant paid for all the carting, and did all the buildings. I never carted a load.

Mr. Griffiths.

63,623. What abatements do you give your tenants now?—We give in some instances 15 per cent., in other cases 10 per cent.

63,624. Do you think that is sufficient to meet the present depression?—We have before reduced the tithe on all of them. I can almost say in a great many cases we have reduced fully 30 per cent.

63,625. If you made that permanent, they could have their rates reduced as well?—They have had their rates reduced as well.

The witness withdrew.

Adjourned.

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Mr. ST. J. CHARLTON.

SEVENTY-SECOND DAY.

The Town Hall, Denbigh, Denbighshire, Thursday, 6th September 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHYS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. ST. JOHN CHARLTON called and examined.

Chairman.

63,626. You are the agent to the Kimmel estates, and you have had 25 years' experience as a land agent in England and Wales, and you now hold agencies in both?—That is so, my Lord. Shall I give you my evidence in chief first.

63,627. Have you any rebutting evidence to give?—I have.

63,628. Then we will take that first?—I have taken an opportunity of putting it in a condensed form to save the time of the Court. I thought that going over rather voluminous documents took up a good deal of time yesterday, consequently I have condensed it, and answered all the points in a short form.

63,629. We are much obliged to you, but we will take the rebutting evidence first?—I have had very little time to answer this evidence, because the statement made by Mr. David Edwards, who was at one time a tenant on the Kimmel estates, took place during my absence last evening after 5 o'clock. As I know the case very well, I think I had better state my view of it, and that will rebut his evidence, I think. David Edwards was a tenant of the farm called Tygwyn up to Michaelmas, 1891; he held the house and buildings, or rather he was entitled to do so, had he not sold his right to the new tenant, until the following May, 1892, in the usual course. His tenancy ceased by a year's notice to quit. He succeeded, I may say, his father-in-law, a man of the name of Henry Warden, who, I believe, was at one time in the service of Lord Dinorben, an uncle and predecessor of Mr. Hughes, of Kimmel. He had what may be called a beneficial lease of this farm apparently, at a low rent, and no doubt for the purposes of improvement.

63,630. A sliding-scale lease, he told us?—Well, I have never been able to see the lease, because we have no copy of it. The tenant said he had a lease, and he called upon me to act

Chairman—continued.

according to the lease. I said although the lease had expired I was quite willing in every way to abide by the spirit and intentions of the lease if he would produce it. He would not produce it, therefore I have never seen it. Of course the lease was long expired, there is no doubt about that. So far as I can make out it was granted originally for 21 years from 1850, and therefore would have expired in 1871. He remained therefore after the expiration of this lease as a tenant at will, we may call it, from year to year. This went on until Michaelmas, 1890, when he was served with a notice to quit his farm. The reason of that was this, that he refused to pay his tithes. I asked him personally twice if he would be kind enough to do so. I asked him at the audit in a friendly way, "Do not let us have all this annoyance." There had been a disturbance before, in the time of the late Mr. Clarke, the former agent, and I said, "Now, like a good fellow, pay the tithes, and have done with it. It is only a small amount. We have had all this disturbance, and I do hope you will pay them." He said he would. However, he did not do so, and the consequence was that in a short time we received notices, of which one is here—this was before the passing of the Tithe Act, I wish you to understand—by which we were to pay the tithe; they had a right of entering upon the land and compelling the landlord to pay the tithe if the tenant did not do so. That being the case, we decided to pay the tithe sooner than have any further disturbance in the matter, and we then considered it (Mr. Hughes and myself), and we thought it was desirable we should part with him as a tenant.

63,631. Will you tell me the amount of the tithe?—This particular one was only 3*l.* 2*s.* 10*d.*, but I think the whole tithes actually due were about 7*l.*, or something of that sort. We did not consider that he was a desirable tenant in other respects, and my predecessor, Mr. Clarke, had told

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MR. ST. J. CHARLTON.

[Continued.]

Chairman—continued.

me himself that it would be a very fortunate day for the Kimmel estate when David Edwards ceased to be a tenant upon it. My predecessor, Mr. Clarke, said that. So that, taking all these things into consideration, we with very great regret determined that it was best to part with him. It is almost always a disagreeable matter to have to put any proceeding of that kind in force. That being the case, the notice to quit ran its usual course, and on leaving the farm he made a claim. He told me he should have a large claim to make, so I said, "Very well, whatever claim you have to make you must make it, and appoint your own referee." He said, "I do not know anything about referees or anything else. What do you think is the best thing to do? Who are you going to appoint?" I said, "I shall appoint Major Birch; he always acts for us in these matters." He said, "Who shall I appoint?" I said, "I do not know—anyone you like." He said "Who?" I said, "Well, there is Mr. Bell, of Bodrhyddan, Mr. Owen Williams, of Glanclwyd"—I had two or three in my mind like that, who are all valuers—I said, "Appoint anyone you like." Accordingly that matter proceeded. I then instructed Major Birch to take the claim in hand, which I considered to be quite preposterous, 802*l.* 12*s.* 6*d.*, and which the tenant himself reduced to 535*l.* 1*s.* 8*d.* Then on investigation it appeared that hardly any of the things claimed had been done during his tenancy, but during that of his father-in-law, the preceding tenant, who died about 1869, and had had a beneficial lease of the farm for the purpose of its improvement. Under those circumstances I referred the matter to Major Birch, and my instructions to him were these: "I do not think there is anything at all in David Edwards' case. I do not believe really that he is entitled to one halfpenny, but I do not wish to have any unpleasant dispute, and you will kindly act for us as referee in the matter. I will give him 100*l.* sooner than have any bother, as a present, and if you think he will accept that, well and good; if not, let the matter go to reference by all means, and I will pay whatever is decided under the reference and award by the umpire." They then went to the reference, and Mr. Thomas Rigby was appointed the umpire. The result was that, after they had gone carefully into the case, and considered everything, Mr. Thomas Rigby awarded, I believe, 100*l.* So that my offer and the amount that it came to after it went to a careful reference and arbitration, were identical.

63,632. Your evidence does not seem to differ very much from Mr. David Edwards. According to the report of his evidence, he said "he was asked to name a valuer, and his landlord's representatives told him they had nominated Major Birch. They also named Mr. Bell, another land agent, and the witness named a tenant farmer. His claim was for 802*l.*, but he reduced it one-third, because of benefit received from the improvements he had made, his net claim being 535*l.* Mr. Thomas Rigby

Chairman—continued.

"was appointed umpire, and that gentleman persuaded the witness to accept 100*l.* rather than go to law, as the agent would do nothing else." That is about right, is it not?—I believe Major Birch, if you will allow me to say so, could give you evidence upon that point, because he was the referee, and he went before Mr. Rigby.

63,633. You tell us you did not consider he was entitled to a penny?—I believe, so far as I was told afterwards by Major Birch, it was simply this, that they found themselves they had no claim whatever, and the referee said, "You had better accept the offer which is made, which is more than you will get if you go to law."

63,634. Which was 100*l.*?—Yes.

63,635. That gentleman persuaded the witness to "accept 100*l.* rather than go to law, as the agent would do nothing else." That agrees with you?—It was simply a gift on our part. I have great compunction in disturbing a tenant under any circumstances. As I said, if he could set up the slightest shadow of a claim, let him be paid.

63,636. You considered he was not entitled to one penny, and you offered 100*l.*?—Yes, and his own valuers persuaded him to take it.

63,637. Mr. Thomas Rigby persuaded him to accept the 100*l.* rather than go to law, as the agent would do nothing else?—Yes; that is the end of his case, I think.

63,638. Practically you agree?—I understand his case to be that he has a great hardship against us, because he had to leave the farm, and because he did not receive full and proper compensation for his improvements.

63,639. His contention was that he was entitled to 802*l.* He reduced it to 535*l.* You considered he was not even entitled to one penny, and offered him 100*l.*?—Yes.

63,640. Mr. Rigby was appointed umpire, and that gentleman persuaded him to accept 100*l.*, as if he did not accept he would not get a farthing?—That is so. That is the rebutting evidence. I have nothing more to say to the case; it seems to me it was one of those cases which has been decided in a proper and legal form. When there is a dispute between a landlord and tenant I know of no other way except to refer it to an arbitrator and umpire.

63,641. Mr. David Edwards did not tell us he refused to pay the tithe?—Yes, there is no doubt about that; here are the notices. At that particular time there was a good deal of difficulty.

63,642. You say he was not a satisfactory tenant, and the old agent said it would be a very good thing for the estate when he left?—Yes. The family seems to have been on the estate since the year 1834.

63,643. Was there any complaint of the way in which he conducted himself?—When you hear my evidence you will find there have been only four tenants disturbed in 40 years, compulsorily.

63,644. Had you any reason to complain of the father-in-law?—No; Edwards was a particularly dissatisfied tenant.

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Mr. ST. J. CHARLTON.

[Continued.]

Chairman—continued.

63,645. Did he farm the land fairly well?—Moderately; not so well as it is farmed by his successor.

63,646. Now I think we might go to the general evidence?—I am agent to Mr. Hughes, of Kinnel, and I also manage the estates of the Marquis of Cholmondeley in Cheshire, consisting of 16,000 acres. I have had 25 years experience as a land agent, and farmed for five to six years a farm of 200 acres. The Kinnel estates are situated in Flintshire, Denbighshire, and Carnarvonshire, and comprise an acreage of 17,000 acres or thereabouts, 16,000 of which are in the counties of Flint and Denbigh. The farms are all let and the rents fairly well paid; the holdings are very numerous, and, as appears most desirable in Wales, the farms of a small size largely predominate. As it may be interesting to the Commission to see the proportion, I have divided them as follows. I have done this because I believe a witness when I was not here alluded to the fact that there has been consolidation of farms on the Kinnel estate. I have therefore thought it best to show how the holdings are, so that the Commissioners can judge for themselves how the proportion of small and large holdings are:—

With rents up to £10 there are 42 holdings.

"	"	20	"	41	"
"	"	30	"	28	"
"	"	50	"	27	"
"	"	70	"	19	"
"	"	100	"	18	"
"	"	140	"	14	"
"	"	200	"	9	"
"	"	300	"	10	"
"	"	400	"	6	"
"	"	620	"	7	"

63,647. Is that all over the estate?—That is all over the estate. The total rental of the agricultural land of 17,000 acres is 17,440*l.* this is exclusive of 118 cottages and shops, or rents or royalties received from slate quarries, minerals, or timber sales. I have excluded these as not belonging to the agricultural portion of the estates. The average rent is therefore a little over 1*l.* per acre. Most of the land is in the Vale of Clwyd, and it is in parts very fertile. The quantity of sheep walk is small, and is situated near Bodfari and Glanywern. Many of the rents have been lowered permanently and these reductions amount to 1,254*l.* per annum. In addition to this, a temporary return of 10 per cent. has been made for 11 half-years since 1885, and one half-year previous to that, making 12 half-years in all. These reductions amount to 11,195*l.* The expenditure of the estate is 35 per cent. of the rental, and this, together with the reductions and allowances made, leaves hardly 50 per cent., or half, for the owner. The amount expended on new buildings and repairs for the last six years is 15,301*l.*, and for drainage and interest on drainage 5,781*l.*, whilst rates and taxes for the same period come to 9,434*l.* The question of politics or religion has made no difference with the landlord as regards his tenants, and with respect to

Chairman—continued.

language, Mr. Hughes is himself a Welshman. The tenancies are mostly from year to year; only very few leases exist, and I am never asked for any. The best relations exist between the landlord and the tenants, with a few trifling exceptions, caused, I fear, by the action of "agitators." These are very few in number, and only four evictions, so-called (*viz.*, tenants having to give up their holdings without wishing to do so), have arisen on Mr. Hughes' estate during the last 40 years which he has been in possession.

63,648. Only four notices to quit?—I do not say there have not been other notices to quit, but I say there have been no persons put out of their farms contrary to their wishes.

63,649. I do not understand?—You might give a notice to quit to a man because he was in arrears of his rent, and he might pay his rent and the notice to quit be withdrawn. But these are people who have been put out of their farms who wished to remain, therefore I shall call them evictions.

63,650. Only four notices to quit have been put into force?—No, I think we had better keep to the word "evictions." That is the word you put in the syllabus. The little cottagers have had notice to quit sometimes, and sometimes have been put out. There must have been many changes of tenancy, but I mean to say these were people put out of their farms against their wish, so I apprehend they come within the words of the syllabus, because you ask if any "evictions" have taken place.

63,651. Do you mean forcibly turned out?—In one case of the four, the man was forcibly turned out by the sheriff's officers. I will explain that directly. One was David Edwards, of whom you have just heard.

63,652. You call that an eviction?—Yes.

Professor Rhys.

63,653. You used the word "eviction," but you do not wish to give it the Irish meaning?—That is it. On an estate there must be little cottages and other things in respect of which they had notice to quit, but we have not compelled tenants to leave the estate contrary to their wishes. There were particular reasons in these four cases, and we did it with regret, and in each case we have instructed the referee, as we did in Edward's case, to deal very liberally with the tenants. Generally speaking, I find tenants are best treated on the large and old established estates; this is the case in England and in Wales. From my experience as a land agent in both I see no difference in the treatment of the tenants, unless the reductions granted are rather larger in Wales than in England, excluding the south-east and such counties as Lincolnshire, where the depression has been most severe, nearly all the farms being large arable farms and corn producing. All the construction and maintenance of the houses and buildings are done by the landlord, and the tenants do no repairs whatever. Desirable as it is to have plenty of small holdings, it adds greatly to the cost of maintaining an estate, and often

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the interest of money on a small homestead is equal to the rent of the whole farm. On very small holdings it is desirable the tenant should have other employment if possible. I never let a farm to the highest bidder, or even invite competition; the fair rent is fixed, and the farm offered to the most desirable tenant that can be found. There is no difficulty in letting farms unless they are very large; capital amongst the farmers is rather scarce, and small farms are better within their reach. The income tax is paid direct by the landlord, and the tithes also, and local rates by the tenants. The Agricultural Holdings Act is used on this estate, and the tenants have the benefit of the Ground Game Act. I prefer Welsh tenants for Wales. The tenancies do not very often change on the Kinnel estate, and many tenants have succeeded each other for several generations. The depression in agriculture has not been so severely felt in North Wales as many parts of England. Much land is in grass, and cattle and sheep are more important than corn. It commenced about 10 years ago and proceeds from severe foreign competition, and from a number of disastrous seasons and bad harvests (and even floods in the Vale of Clwyd). As some remedial measures, besides the large reductions the landlords have made, I would suggest more enterprise amongst some of the farmers, especially greater care in the breeding and rearing of their young stock, too often half fed in the winter, and stunted in their growth in consequence; to the improvement still further of what is a real credit to Wales, the "Welsh cart horse"; and to the increase of dairy produce and to its improvement in quality. I think it very desirable that "creameries," as they are called in the South of Scotland, or milk and butter factories, as they exist in England, should be established in Wales. Thousands of pounds find their way every week to Brittany and other places which might well come to Wales, whose climate and geographical position are superior to Brittany for supplying the English markets with an equally good "butter." The reason the London and Liverpool dealers go abroad for their butter is that they are sure of its being good, and of one uniform quality, thus securing their customers against disappointment, whereas if they buy 30 lbs. from Mrs. Jones, 50 lbs. from Mrs. Roberts, and 20 lbs. from Mrs. Thomas, they are all probably different in colour, firmness, taste, and quality, and the tradesman is surrounded with angry customers who do not like one or other of these "makes." So to save this they go to Brittany, and can order and get, if so minded, 1,000 lbs. of butter per day from a "butter factory" of one good and uniform pattern and quality. The land of the Vale of Clwyd is well suited for dairy purposes, and if a milk and butter factory was established I am sure the farmers of the district would benefit by sending their milk to it. Much more of the corn grown on the farms, instead of being sold at the present low price, would pay much better if given to the live stock and their condition improved, and by this means the productiveness of the land

Professor Rhys—continued.

would be materially increased. The faults of Welsh farming too often are "dirty land" and "insufficient manure." There are brilliant exceptions, and some excellent farming, but generally it is much behind the adjoining counties of Cheshire and Shropshire. In conclusion, I would especially urge the maintenance of the most friendly relations between landlord and tenant, and the discouragement of all those agitators who assist to cause a rupture. At present the landlord finds most of the capital, and it will be an unfortunate day for the country if they should fail to continue to take an interest and expend money on their property, which will assuredly arise if they are to become only "rentchargers" under the regulations of a land court.

Mr. Griffiths.

63,654. Do you consider that the holdings in England are larger as a rule than they are here? Yes, much larger. I have read out a list of the holdings, and you can see they are very small.

63,655. But in England they are very much larger?—Yes, much larger.

63,656. Which do you consider best able to stand the depression—the smaller or large holder?—The small holder stands it the best, for this reason: He and his children live upon the farm; they eat and drink the produce of the farm, and that does not find its way into the market. They eat and drink the same thing, so to speak, whether they are in low or high circumstances, if you understand, and they have not much to put into the market. They do not feel it so much as the man who has a large labour bill to pay, and to put his goods in the market.

63,657. Is there any marked difference between the food of the Cheshire people and the food of the people here?—I think the Cheshire people live better than the Welsh people as regards food.

63,658. And are stronger and better able to do the work?—I do not know that; they are a very hard-working race. They all work themselves. They are not that class of farmer who as you find in some parts of England, does not do any work. They all work themselves, and their wives and children do the dairy work. Every farm has about one-third arable.

63,659. Are the wages similar?—The wages here are 15s. a week, and the same in Cheshire.

63,660. With regard to the dwellings, are the dwellings somewhat similar—the farmhouses?—No, I believe, as a rule, the wages here are about 15s. a week, exclusive of cottages. I am talking of what the farmers pay.

63,661. Are the farmhouses as good as in Cheshire?—No, they are not as good as they are in Cheshire, certainly, because the farms are so much smaller. If we were to put a 1,000l. house on a small farm, it would be more than the value of the freehold.

63,662. With regard to the cottages?—With regard to the cottages, there are a good many farms without cottages upon the Kinnel estate. Mr.

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Hughes has built about 20 new ones, and there are a good many old ones, but they are all in fair repair.

63,663. Do any of the labourers keep cows?—Yes, a good many. A good many of those who pay 10*l.* rent are people who work upon the estate, and those are considered labourers, because a dwelling of 10*l.* a year would not keep a family. That is what I alluded to when I spoke of the necessity, in my opinion, for those small holders to find other work. In Cheshire we have 146 such holdings—what we call three-acres-and-a-cow, which all existed long before three-acres-and-a-cow was ever thought of, and have been going on for the last 40 years, many of them.

63,664. You approve of them?—Yes, immensely. In every possible instance I can I add a small quantity of land to a cottage tenant, because I think it helps him and his family, and does a good deal of good to the children, to give them milk and such necessary things, and to keep them in the neighbourhood and attach them to the place. I do not think there is anything so important to the agricultural labourer as having a little land to keep a cow.

63,665. With regard to the valuations of farms, it is not often we have a gentleman who knows what is going on in England and Wales at the same time. Do you have as many applications for a farm in England as you do here?—It depends upon its size. I think that if I had a farm to-morrow of 10, or 20, or 30, or 40, or even up to 100 acres, I should probably have eight or ten applications at once. If I have a farm of 200 or 300 acres, perhaps I might not have applications at all, and I might have to put advertisements in the paper, and should have to wait some time, because the people who have the necessary capital are few.

63,666. Do you approve of the farmers occupying something like 20 acres? What do you think of that class of people?—I do not think very much of that class of tenancy, to tell you the truth, because I consider it is betwixt and between, and neither one thing nor the other; he is worse off than the labourer, and I do not approve of that class of tenant, unless he can get something else to do, because it is not sufficient to keep his wife and family in good condition.

63,667. But smaller ones have their garden, or something of that sort?—Yes, and they can find employment in the woods and estate and so on—many of them have that.

63,668. With regard to the evictions on the Kimmel estate, we may have them referred to again, and I should like to have some information with regard to them?—I will tell you what they were. Edwards is the one that we have heard of. There was another one from a man who never would pay his rent, and only would offer a portion of the sum. I do not like to mention his name because I do not want to go into such matters, but I think really he was hardly accountable for his actions; they were very extraordinary ones. However, I consulted those gentlemen whose opinion I valued, and who

Mr. Griffiths—continued.

lived in the neighbourhood and knew all about it. It was at the far end of the estate. It was considered desirable that we should part company, and he was always saying that he was desirous to give up his farm. I accordingly said "Very well, I will give you notice." Accordingly, I let the farm to another Welshman at the same rent, and I have never had a day's trouble since. I do not know whether he is a Churchman or Nonconformist, and I never asked; I only know he farms his farm well and pays his rent regularly and I have no trouble, whereas I had incessant trouble before. Then there was another one who was actually evicted and turned out by the sheriff, as to whom the Chairman asked some questions. That was a publican, and it was a case of drunkenness, and he had received notice to quit; he was also heavily in arrears with his rent. He was a publican with land, and he would not go out, and there was some mysterious power behind him; I cannot tell you who it was, but some public body of some sort or another, some organisation of some kind; they found the money and paid all this rent, and then demanded that he should remain. I declined to allow him to remain because of the way in which the house was conducted, and because of the drunkenness of himself and his wife. They then remained in the house, and would not go out; they removed all their furniture and stayed there for the purpose of making an eviction scene.

63,669. Then you were obliged to evict them?—They did that, and then we were obliged to put the bailiffs in to turn them out. There were then letters written in the newspapers headed, "Eviction on the Kimmel estate." There were publications about it, but it fell very flat, because everybody who knew the particulars knew that it was a trumped up case. I may tell you that that man has come to me lately, and he thanked me very much for what I had done; he told me that it was the greatest kindness to him in his life to have turned him out of that farm, and there was only one thing he desired; he wished that I should give him a small holding and he would come back on the estate. I think I shall do so, but not a public-house. I do not think I have any other explanation to offer as to the evictions.

63,670. Do many of the gentlemen in this neighbourhood keep some good sires in the way of cattle and horses for the benefit of the tenants?—There are some of the most excellent horses in this neighbourhood kept by Mr. Platt. They are very good horses, indeed.

63,671. Do you mean Major Platt?—No, it is Mr. Platt, of St. Asaph, I think. I know he has very good horses, because I see them at the Royal shows and other places, and he takes a great many prizes for different kinds of sires; he has roadsters and cart horses, I believe.

63,672. Do the tenants avail themselves of the opportunity of breeding by those good horses, or do they employ anything they can get cheap?—A great many of them do avail themselves of these, but as a rule the tendency rather is to think that any male animal is sufficiently

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good: that is rather too much the tendency with regard to cattle, sheep, and animals of that sort. I think they ought to pay more attention to the breeding and rearing of their stock. I am speaking generally; there is not that amount of attention paid to it that there has been paid to it in England.

63,673. With regard to dairies, do you approve of factories?—I do, because I think if they could make butter, as I have said, of one uniform quality they might supply the large towns instead of allowing the French people to do so.

63,674. There is the difficulty, we cannot get markets for our butter in Wales, and it is because of the want of uniformity?—It is because of the want of uniformity. I have spoken to some large dealers in London, and I have looked at their butter. It nearly all comes from Brittany, and I have asked them the reasons why, and the reasons are those which I have given you here to-day.

63,675. It is not that we cannot make good butter?—It is not that we cannot make good butter, but it is not uniform. If, as I say, you send Mrs. Thomas' butter and Mrs. Jones' butter they are not alike.

63,676. There is no uniformity in the butter in any quantity?—Not in any quantity. You must have it in very large quantities, and of one uniform make and sort.

63,677. How are the dairies on the estate which you represent?—In Cheshire they do very well. They are nearly all cheese farms, and they do not make any butter.

63,678. I meant here in Wales, rather?—We have one of the modern dairies here on the Kinnel estate, at Lleweni, and I believe they have classes and people come there to receive instruction in butter-making, and I believe it has done a great deal of good, but the difficulty rather is to overcome the prejudice, and so it is in Cheshire with the cheese, because each person thinks that they make the best butter and the best cheese. Therefore they are rather shy in taking lessons, and being shown anything.

63,679. We find in our country that the mother will seldom allow the daughter to carry out the principles which have been taught in these schools; she has the idea that her own system and her old system is the better one?—Yes.

63,680. I want to know how are the dairies generally on the farms all around?—Do you mean the building of the dairies?

63,681. The construction of the dairies, to begin with?—I do not think that has been paid sufficient attention to, because you see dairying has rather gone back in this Vale of Clwyd.

63,682. It is rather worth while now to consider them, and it would be satisfactory to alter the existing state of things?—In looking back at old days, it appears that cheese was largely made not far from this town where we are now, and it is now being made again in small quantities, but I think that if you had butter factories, where the cream could be made into butter, it would be much better than a little being made at home.

Mr. Griffiths—continued.

63,683. What made me ask you with regard to the dairies was that I took a walk this morning and not far from the town I think I saw one of the worst dairies I ever saw in my life. It was in a barn, and the milk was kept in pots; there was churning going on at one end and there were half a dozen or more pots of milk round it nearly 3 feet high. I was quite surprised. I went to see a herd of cows yesterday in Colonel Hughes' place, and I formed the opinion that they were better than anything I have ever seen, they were excellent; but really, if there are many dairies such as I saw this morning it is full time to pull them down?—Yes, I think butter factories would be the most desirable thing; I agree with Mr. Pennant most fully, and I have discussed the matter with him. I think if the Lleweni dairy school could be turned into a butter factory it would be a real improvement to the neighbourhood.

Professor Rhys.

63,684. A witness told us lately that it was not so much an excellent quality of butter that was required, but more uniformity; the butter is fairly good, but uniformity is the great thing?—Well, uniformity is very necessary I should say, but I should think that good quality, if I were going to eat the butter, is also necessary.

63,685. Yes, certainly, good quality, but not anything extraordinary?—There is no extra quality required that could not be made here quite well, but uniformity is most important, because if a person goes in the towns and has had one class of butter, and sees even a different colour, he is dissatisfied.

63,686. You have referred several times to agitators doing mischief in this neighbourhood. What manner of men are they?—Well, I think you have had some of them before you, but I could not say as to what sort of men they are. You have had some rather startling statements made as regards a land league at Ruthin. There was a land league and an anti-tithe league.

63,687. But all those have died out?—They are dying out; besides there are no more evictions, I hope; they have died out, too; one is a corollary of the other.

63,688. Then there is nothing of the kind going on now?—Not apparently. I hope it is dying out, and I hope the good sense of the people will show them the utter absurdity of anything of the kind, because nothing can go on satisfactorily except with the most intimate relations between landlord and tenant, and the kindest possible feeling between them, each doing as much as they can to help the other; that is my idea.

63,689. Do you think that feeling is in existence?—I certainly think it exists with 95 per cent. of the tenants.

63,690. And it is stronger that it has been?—Yes, stronger than it has been.

63,691. It is better?—Yes, better than it was three or four years ago.

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Sir John Llewelyn.

63,692. Have there been any sales of land of recent years?—We offered in this neighbourhood a portion of the Kimmel estate that Mr. Hughes, of Kimmel, bought some 30 years ago from Mr. Maddox, the Glanywern estate. We offered the whole of it in lots of all sizes, hoping that some of the tenants and small farmers might buy, but they did not buy, and I asked one or two of the principal tenants whether they thought they would like to buy anything, and the answer was that they could not possibly afford to buy; that it was much better to be a tenant.

63,693. That would be the general feeling upon the large estates?—That was the general feeling on the large estates, unquestionably.

63,694. You see that does not entirely answer my question. My question was whether there had been any sales?—There have been a few sales, but the land does not sell very readily unless it is near a town.

63,695. How far back does your answer go?—I should say within the last eight or nine years, that sales of land have been more difficult to accomplish excepting round the towns. Round Denbigh here, it would sell directly, and round Rhyl and round Abergel.

63,696. That would perhaps be accommodation land?—Well, yes, more or less so.

63,697. My question does not apply to that. I wanted rather to speak of farm lands?—Farm lands unquestionably do not sell so well as they did.

63,698. Within the last nine or ten years do you mean?—Within the last seven or eight years.

63,699. I think you told us that Mr. Hughes has had possession of his property for the last 40 years?—He has had possession of his property for the last 40 years.

63,700. I want rather to go back for a series of years, and I want to know what kind of percentage the farms would fetch; would they fetch 30 years purchase?—In the old days they would fetch as high as 32 years purchase, I think, in parts of Wales, but now they would fetch, I should think, about 26 years.

63,701. That would be between 3 and 4 per cent. on the rental?—Yes.

63,702. I think you say that after rent has been received half of it goes back again in abatements and repairs?—Yes.

63,703. That would leave about 1½ per cent. for the landlord?—Yes.

63,704. With regard to repairs on your estate, would you tell me about the haulage; who does the haulage?—In the old days, under the old system, the haulage was nearly always done by the tenants, and it is covenanted for in their agreements; but as to those buildings that I put up during the last five or six years, if they have been of any size, I have paid for the haulage myself, because I consider that when the tenants are down one must do rather more than we used to do; therefore I have paid for that haulage, and if a tenant leaves the farm and has done haulage, then I admit that haulage which he has

Sir John Llewelyn—continued.

done to be a just claim to be paid for on his leaving the tenancy.

63,705. You recognise that as a tenant right?—I recognise that as a *bond fide* claim, and I have paid it in all instances.

63,706. Coming to the question of butter, is there a large amount of butter made in this district?—I should think the total amount must be considerable, because, you see, every little farm makes some butter.

63,707. And does this competition of foreign butter extend to the neighbouring markets?—Well, it extends to all the large towns of England, and that must affect all parts of the country.

63,708. Does it extend to Wales. Take Denbigh, for instance?—Well, I do not think so.

63,709. Has any margarine been sold here?—I do not know that any has. I do not think so.

63,710. But you have been making some enquiries as to the butter in London, you told me?—Yes, in London.

63,711. What do they sell?—They sell nearly all foreign butter.

63,712. Did you enquire what per-centage of of that was margarine?—This particular man I went to—I forget at this moment who it was—but he has a very large shop, I think told me he paid something quite enormous—something like 4,000*l.* or 5,000*l.* a week for his butter, and I said, “I hope it is English butter,” and he said, “No, the whole of it comes from Brittany.”

63,713. Did you ask him what per-centage of that butter was margarine?—I do not suppose he would admit any of it to be margarine, would he?

63,714. It is perfectly well known publicly in the country that it comes from, that a certain per-centage of it is margarine, but it is not known in England?—I suppose the consumer was satisfied with the quality of his butter at any rate.

Mr. Griffiths.

63,715. Do you not think, Mr. Charlton, that where tenants do the haulage on farms there should be something in the agreement with regard to their happening to leave the farm?—I think there should be, certainly. I always, as I say, pay them where they make a claim.

63,716. We have heard no end of complaints?—Yes, my idea is that if a tenant has any claim morally of any sort or kind, the landlord ought to meet it, and I have always acted upon that principle, and those are the instructions that I have always given to my referee, Major Birch. I think he will corroborate what I say—he is in the room—if it is necessary. We always allow for any cartage, if there is any, if a man goes away before it has had a reasonable time to expire, such as 25 years or something about that length of time. Of course it cannot go on for ever; it does not under the Agricultural Holdings Act, or anything else.

63,717. You think it would be generally a good thing to have it admitted?—Yes, I think

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Mr. Griffiths—continued.

it would—in the agreements. The only thing is this; for small temporary repairs, such as repairing a man's roof, when he sends for 100 slates you could not be expected to be paying always for those things; but for substantial new buildings, I think he ought to be paid.

Chairman.

63,718. Some questions have been handed in by Mr. Vincent and Mr. Llewellyn Jones. Mr. Vincent asks the following questions:—"Mr. Owen Williams valued for Mr. Edwards, did he not?"—He did.

63,719. "Is he not the valuer who usually acts for the tenant?"—Yes.

63,720. "The tithe owner whom Mr. Edwards would not pay had granted an abatement, had he not?"—I believe he had.

63,721. "This abatement was given in spite of the fact that the tithe rentcharge falls on a sliding scale, according to prices of corn, was it not?"—That is so.

63,722. "The gross value of the tithe rentcharge now is about 74 per cent.?"—For every 100*l.* that is to say for every 100*l.* it is now under 70*l.*, I think, or about 70*l.*

63,723. "And the net value, I suppose, is less?"—I do not quite gather what is meant by that.

63,724. "That is the cost of collection as well?"—Because they make a per-centage.

63,725. "I think the question means that the cost of collection has to come out of that?"—Yes, has to come out of that. Now of course there is no cost of collection, because we unfortunate agents have to collect the tithes, and get nothing for it, except the trouble.

63,726. "In this case the tithe owner threatened proceedings against the land itself, did he not?"—He did.

63,727. "Had an attempt to levy a distress failed previously because nothing was found on the land?"—That was so.

63,728. "Did you ever get this money back from Mr. Edwards until the time when you settled his claim?"—It was deducted from the amount at the time that we paid him the 100*l.*; we stopped it.

63,729. "Have you any experience of the effect of the land agitation in Wales upon English mortgagees?"—I have been connected with one or two trusts in England, and I know that at that time, we, having money to lend as a body of trustees, passed a resolution to the effect that we would lend money on land in England, but not in Wales, owing to the question of the tithe agitation at the time being regarded as very serious.

63,730. Mr. Llewellyn Jones asks the following questions. "Then practically you ejected Mr. David Edwards for his political views?"—Is that so?—I do not know anything about his political views—certainly not. I do not know anything about his politics at all. We never interfere with politics. I have never canvassed a tenant in Wales in my life.

Chairman—continued.

63,731. "Did you eject any other tenants for refusing to pay tithes?"—No! I had to speak to several tenants about not paying their tithe, and when I did so the answer was that they had no objection to pay the tithe, only they had been asked not to do so.

63,732. The question is, "Did you eject any other tenants for refusing to pay tithes?"—No, we did not, because these other people paid, and therefore there was no necessity to do it.

63,733. "Was Mr. Daniel Jones, of Wern, ejected?"—He was. That is one of the four cases I have named.

63,734. "Was he ejected for refusing to pay the tithes?"—No, not for that—for refusing to pay his rent.

63,735. "Was Mr. William Jones, of Pentredu ejected?"—He was turned out simply for arrears of rent. See 63,79—63,933.

63,736. "Did he refuse to pay his tithe?"—I think he did refuse to pay his tithe, but he ended in paying it. I did not pay it for him, so I suppose it was got, but he was one of those who did object to pay his tithe. It was for the arrears of rent that he had to leave. He was very heavily in arrears of rent.

63,737. "Did not Mr. Daniel Jones, of Wern, refuse to pay his tithe?"—No, my Lord.

63,738. Mr. Llewellyn Jones' questions continued. "Was Mr. David Edwards an unsatisfactory tenant before he declined to pay tithes?"—Certainly.

63,739. "Had not Mr. Edwards sufficient stock for the owner of the tithe rentcharge to distrain on?"—Well, I do not know what became of his stock. When they did distrain there, there was not any on the farm. I cannot tell you about that.

63,740. "Did the rector of Towyn in any way interfere in the matter?"—That I cannot tell you, my Lord. I took no part in these squabbles, I wish you to understand. It was simply that the question came to us by our being compelled to pay a liability that did not belong to us.

63,741. "Have you of late years introduced a number of English tenants on your estate?"—I have no English tenants whatever, I believe, except one, and he is a Scotchman, if I may be allowed such an Irishism.

63,742. "Has that gentleman left his farm, being unable to carry it on?"—No, I do not know of any Englishman who has left. There was an Englishman of the name of Stretch, who took the farm for a year, and went away—yes, that is the one they must allude to—he took a small farm, and he gave it up at the end of a year. He took it five or six years ago, and he did not like it (it was close, to Abergele), and he gave it up, and I let it again to another tenant. I do not know why he left. He had plenty of money, and it was not because of want of money; he simply did not like the country; I daresay he did not get on; Englishmen as a rule do not get on well as farmers here, because they do not understand the people and the labourers, and that kind of thing, and there is a difficulty.

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MR. ST. J. CHARLTON.

[Continued.]

Chairman—continued.

unquestionably Welsh tenants are the best. I always take a Welsh tenant if I can.

63,743. "Has Mr. H. R. Hughes within the last 30 years made any encroachments near Trefnant on what was formerly common land?"—I know nothing about it at all. He has no land near Trefnant that I know of.

63,744. "What is the name of your sub-agent?"—Mr. Foulkes.

63,745. "Was he formerly a Nonconformist?"—He is still, I believe.

63,746. He is still a Nonconformist?—I believe he is, but I never really enquired; I never asked him the question, and I do not know whether he is or is not. I could not answer you that question.

63,747. You do not know?—No, I do not know, except that sometimes I believe he goes to chapel and sometimes he goes to church. I think he is a very good man, but I cannot really tell you what his religious views are. It is not my business to enquire, I think, any more in the case of an agent than it is with a tenant.

63,748. "In offering land for sale by public auction, is not the rental of the land taken into consideration in fixing the reserve price?"—That is one element of value, but of course it is not the way to value land, because one place might be very low let, and another very highly, therefore it would not be a regular basis to go upon; you ought to consider what its proper and fair value is, if you want to value the land, totally irrespective of what it is now let for. There are many farms let below their value, even in these days, and there are many farms let above their value. Therefore that is a fictitious way of valuing land. The question is, what is that farm worth to rent, and when you have fixed that, you can then take the number of years' purchase at which you think it will sell.

63,749. "Within the last two years have large portions of Mr. H. R. Hughes' estates been put up for sale by public auction?"—That is what I was alluding to just now—the Glan-y-Wern estate, which was put up to auction.

63,750. "Were most of the farms withdrawn as the reserve prices were not reached?"—Very few of them. There were not many of them sold, because there were no bidders.

63,751. "Were you formerly agent to the Mostyn estate?"—I was.

63,752. "Is there a farm called Vacallt at Whitford on this estate?"—Yes.

63,753. "Was there formerly a tenant called William Roberts on this farm?"—Yes.

63,754. "Was he ejected when 97 or 98 years old?"—Yes, he had to leave the farm because he had no means of living.

63,755. "Was he subsequently compelled to go to the workhouse?"—Well there was no other place for him, my Lord; he had no friends to keep him, and he had no money to live upon.

63,756. "Did he die there, two or three years afterwards?"—I should think he died soon after, being 98 years of age then.

Chairman—continued.

63,757. "In Mr. David Edwards' case you say Mr. Edwards had no legal claim. Do you not think the law should be altered so as to allow a tenant to have a legal claim for compensation for improvements?"—My Lord, the objection to those improvements was not to the improvements themselves, but it was to the length of time since they had been effected; they were made in his predecessor's time, 34 years ago most of them, and they were gone into by the referees and the umpire, and I must decline to open that question again; if independent persons came to a conclusion, it is much better to take their opinion than mine, I think.

63,758. "How long had William Roberts been tenant of Vacallt?"—I really could not say. I should think the transaction you are alluding to must have been about 18 years ago, and I remember this, that the then Lord Mostyn was alive, and we discussed the matter as to what was best to be done, and it was also discussed with the relieving officers, and we came to the conclusion that the best thing to do was to turn the old man out and let him go to the workhouse, as he had nobody to look after him, and he could not walk across his yard. He had a farm about 70 or 80 acres to look after, and he could not get across his field, and the whole place was becoming a wilderness of thistles and rubbish. In fact, in the interests of the country, we could not allow things of that sort to go on; you cannot allow a perfect pauper to occupy land.

Sir John Llewellyn.

63,759. I want to know from you, please, when was it that the trustees came to this arrangement about refusing to advance money upon mortgage on Welsh land?—About six or seven years ago, and other cases also came to my knowledge. It was before the passing of the Tithe Act. It was at the time that the tithe agitation was at its height.

63,760. Is that resolution still in force?—I have ceased to be one of the trustees. I should think, perhaps, they would not object so much now things are quieting down, but they were rather afraid, I think, that the habits and customs of Ireland were coming over to Wales.

Professor Rhys.

63,761. That was at the time of the tithe agitation?—It was. There is one thing, my Lord, if I might be allowed to mention it before I go; there was one point that I did not give any opinion upon; nobody asked me the question, but I should like just to express my opinion upon that point.

Chairman.

63,762. Yes?—It is with regard to the appointment of umpires to decide in cases of dispute. Difficulties do sometimes arise in

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Mr. ST. J. CHARLTON.

[Continued.]

Chairman—continued.

the selection of an umpire to decide between the referees in a dispute, and I think it most desirable that able and practical men of such position as to secure them from outside

Chairman—continued.

influence—just and impartial men—should be appointed to act for every county; and I think they should be appointed by the Board of Agriculture.

The witness withdrew.

Mr. DAVID EDWARDS re-called and further examined.

Chairman.

63,763. Do you wish to rebut anything upon what you have heard?—Yes, my Lord.

63,764. You want to say something with regard to what has been said by Mr. Charlton?—Yes, I do.

63,765. I see you have put in this statement, which you forgot to put in last night. Is that so?—Yes, my Lord.

63,766. You omitted to put it in last night, and you wish to state it to-day?—Yes.

63,767. What have you to say in rebutting. We will keep strictly to this case, if you please?—I will, my Lord. First of all, Mr. Charlton said that I was obliged to name the arbitrator that day. Well, I could not name a man to come and value for me without asking the man, and I was obliged to name in the office there and then, before I had enquired about Mr. Owen Williams or Mr. Bell, or any other man that he talked about, but he never named any other man than those two, and I was obliged to take either the tenant farmer belonging to the estate or the agent, and I did not count that to be a fair game with a tenant as I was, to catch him in a corner in the office, where he had nowhere to go to back out of it. Another thing is when they did distrain on my stockyard, I had plenty in the stockyard to pay my tithe, and I asked Mr. Jones, of Bodoryn, Abergele, would he buy the things in, so that we might show that we were against paying tithes to drunken parsons.

63,768. I think you had better withdraw that word?—No, I do not withdraw it, my Lord, because, Rowland Thomas, a parson of the Church of England at Rhyl said himself, when he was bankrupt, that he drank 400*l.* worth of whisky.

63,769. Then the Commissioners understand that you refused to pay the tithe from conscientious motives. Is that it?—That is it.

63,770. There is nothing more, I think, that you wish to state upon that?—Nothing.

Chairman—continued.

63,771. Now what did you forget to tell us last night?—It is down on that paper, my Lord.

63,772. Would like to have it read?—Yes, if you please.

[The following further statement of the witness was read.]

I wish to make a short statement *re* Hugh James, Cottage Farm, Tywyn, Abergele, who lives now in a two-roomed house, which is in a most dilapidated state, and unfit for habitation. His father and mother reared 10 children in that room with only three beds, and all in same room. Hugh James is one of the best farmers in the neighbourhood, and has improved the holding wonderfully by cleaning the land, planting quicks and keeping the hedges tidy and trimming them yearly. Also Glan y Don, situated in the same parish, which belonged to Gwrych Castle estate. Since I left the neighbourhood a new house has been erected, but the old house had only two rooms in which three beds were in one room, where nine persons had to sleep, and without any window opening, only the door of the kitchen through which they could get a bit of fresh air. When I was leaving Ty Gwyn, Mr. Linnel, who lived in Morfa Gwybr, near Rhyl, offered to give up his farm for me, and after having this offer I went to the agent to make enquiries for it, and he told me it would be enough for his situation if he would let me come on the estate at all, as his landlord, Captain Conway, and Mr. Hughes, of Kinnel, were such good and particular friends. Therefore, I found out that I was boycotted from having a farm in the Vale of Clwyd any more, which proved the fact beyond doubt that many of us are boycotted on account of their opinions in politics and religion.

63,773. On what estate is the Cottage Farm you refer to?—On the Kinnel estate.

63,774. And to whom does the Gwrych Castle estate belong?—To Mr. Hesketh.

The witness withdrew.

Previously
examined
63,216–
63,325,
and see
evidence
of next
witness.

Re-exa-
mined,
63,779.

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Mr. ST. J. CHARLTON.

[Continued.]

Mr. ST. JOHN CHARLTON recalled and further examined.

Chairman.

63,775. What is it that you wish to state?—I should like to say that it is perfectly untrue with regard to my compelling Mr. Edwards to take Mr. Owen Williams as a valuer, and that he was what he calls cornered in the office. If there is any doubt on that point, Mr. Foulkes, my under-agent, who has gone into the other court, will be able to corroborate the effect of what I say. I merely named them when he said to me, "Who are they"; I ran over two or three names, and then said: "Or anybody else you like;" it did not matter to me in the least who his referee was, in fact I do not think I should have chosen Mr. Owen Williams if I had had the selection, probably. I suggested that Mr. Edwards should take anybody he liked, and I cannot imagine a more fair way of settling any dispute between a landlord and tenant than each person selecting a referee, and an umpire being appointed; I can say no more than that I solemnly declare that I did not compel him to take anybody as his referee.

Mr. Griffiths.

63,776. I think one of these cottages which he named is on the estate which you represent?—I really cannot remember. It is not called to

Mr. Griffiths—continued.

my mind at the present moment. I do know this, that there were three or four or five very poor places down on the Marsh, nearly all of which have been rebuilt, and I was under the impression that we had finished them all; there may be one which has not been done, I cannot say; I cannot call it to my mind at this moment.

63,777. Your attention has never been called to it by the sanitary inspector?—No. not by anybody.

63,778. You have sanitary inspectors in that district, I suppose?—Certainly we have, and we have done a great deal of building in that particular district. Of course it takes time; you cannot tackle every place at once; we go on steadily every year building and improving and pulling down the old cottages. Only the other day I was found fault with in Dr. Pan Jones' evidence for pulling down 20 cottages at Mostyn. I pulled those down because they were such dreadful places, and he forgot to say that I built 12 good ones in their place. It is difficult to please people who complain of the state of the cottages, and then, if you pull them down because they are bad, complain that you have pulled them down.

The witness withdrew.

Mr. DAVID EDWARDS re-called and further examined.

Chairman.

63,779. Do you wish to say anything more?—I wish to state that I saw Mr. Hugh James, and he told me himself that they would build for him if he would carry stones, and he said he would not without being paid for it. "They pay the Englishmen," he said, "for carrying the stones, and they do not pay the Welsh."

63,780. There is a question handed in by Mr. Llewellyn Jones: "Do you know of any cases where agents have demanded and received bribes from tenants"?—I do.

63,781. The following question is by Mr. Vincent: "Will you specify the names of the agents and the dates"?—I could not say the date, but I will name the agent and the farmer that took the stuff there if you like, two or three of them.

63,782. That is what Mr. Vincent wishes, I understand?—The sub-agent is Mr. Foulkes, from Hendre Gyda. The farmer that I saw taking the fowls there is Robert Jones, Nant Isa, when they were trying for my farm.

Sir John Llewellyn.

63,783. Did the landlord know of it?—I cannot say.

Chairman.

63,784. Have you any other cases besides that. The question that Mr. Vincent handed in was, "Will you specify the names of the agents and the dates." Is there anything else?—Yes, my Lord.

63,785. You had better state that?—The agent for the Bodrhyddan estate as well.

63,786. What is his name?—Bell; not this Mr. Bell that has newly taken the place. The son has it now; I mean the old Mr. William Bell.

63,787. What do you know about that?—I know there have been turkeys and geese sent there by farmers.

63,788. He is dead, is he not?—Yes. I am sorry to name him, but that is the case.

The witness withdrew.

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Mr. A. FOULKES.

[Continued.]

Mr. A. FOULKES called and examined.

Chairman.

63,789. You are sub-agent to Mr. Hughes, of Kinnel, I understand?—I am, my Lord.

63,790. There is a statement which has just been made which will be read out to you?—Thank you.

63,791. I will ask it to be read by the shorthand writer, in order that you may see whether you wish to make a remark upon it.

[The shorthand writer read his note of questions 63,779–63,785.]

Chairman—continued.

63,792. Do you wish to make any statement upon that?—With regard to the statement as to the payment for the carrying part of the work, that is altogether untrue, entirely untrue.

63,793. It is entirely untrue that the tenant who wished to take the farm brought you some fowls?—Entirely untrue, my Lord.

63,794. I think that is all you have to say?—Yes.

The witness withdrew.

Mr. WILLIAM JONES called and examined through an interpreter.

Chairman.

63,795. Have you put in a statement?—I have sent in a statement as to general evidence, but I wish to give rebutting evidence also.

63,796. Do you wish to contradict anything you have heard in this room?—Yes, my Lord.

63,797. Will you proceed with what you have to say?—I will ask leave to read the manuscript.

63,798. That is a translation in English of your Welsh statement, which has been translated by the official interpreter, who vouches for its accuracy?—Yes, my Lord.

63,799. Have you any objection to that statement being read to the Commissioners?—I wish it to be read.

63,800. Professor Rhys, one of the Commissioners will follow your statement, which is written in Welsh, so that we may be perfectly certain that no mistake is made in the translation?—Thank you, my Lord. May I be allowed to read the letter which I wrote to Mr. Charlton on the 27th of August 1888.

63,801. We will take that at the end of your statement?—Yes.

[The following statement of the witness was then read.]

The evidence of William Jones, of Bwlch, Henllan.

In the year 1873 I took the farm Pentre du, in the parish of Llanefydd, the property of Mr. Hughes, of Kinnel. The extent of the farm was 68 acres, and the rent was 6l. 10s. a year. In addition, I was to pay 1l. a year towards the insurance of the buildings, which, by-the-bye, was to be paid with the rent. The farm at the time was in a poor state, with but few acres fit for pasture. The land was dirty and unfit to grow crops without having a large quantity of manure, and also incurring the cost of cleaning.

Chairman—continued.

This can be proved by a letter which I can produce to the Commission. (The witness handed in a letter.)

63,802. Who is this letter from?—From Mr. Owen, Ty Draw, Mold.

63,803. Who was Mr. Owen, of Ty Draw, Mold?—The party who valued when I came into the farm in 1873.

63,804. Is it a letter from Mr. Owen to you, Mr. William Jones?—Yes.

63,805. When did you come into the farm?—1873.

63,806. Then this letter is dated 1888?—Yes, my Lord.

63,807. Under what circumstances did you get this letter?—Because I was wrongly accused by Mr. St. John Charlton of having mismanaged the farm.

63,808. Did Mr. Owen write this letter to you, Mr. Jones?—Mr. Owen wrote it, the son translated it, and sent it on to me.

63,809. Who did he write it to?—Mr. Owen himself is not able to write English.

63,810. But who did Mr. Owen write this letter to. Did he write it to you, Mr. William Jones, or to a third person?—The letter was originally written to a third party. I was trying to get another farm.

63,811. What was the name of the third party?—It was from Mr. Owen to Mr. Pierce, of Tre Logan.

63,812. The letter is as follows:—

“Ty Draw.

“DEAR FRIEND, “November 9, 1888.

“I AM very sorry to understand that you feel your recovery to be slow: but do not be discouraged, an illness like yours will take long to recover of necessity.

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Mr. W. JONES.

[Continued.]

Chairman—continued.

"I have heard that you are thinking of giving up your farm, to which I can say nothing one way or the other, thinking that it is very likely that your present weakness, and also the fact that it is so difficult to make the payments out of the land, induces you to think of it. But the reason why I mention this to you is, that a friend wrote me some time ago, namely, Mr. William Jones, Pentre du Isa, near Henllan, asking me if I knew of a farm to let anywhere, as he was losing his farm. I should be exceedingly glad to be of some help to Mr. Jones to get a farm that would suit him; as I have known Mr. Jones since he was a boy, and knew his father before him, who undoubtedly was one of the best and most respected men in the country; and Mr. Jones is worthy of his father."

"When Mr. Jones took Pentre du Isa, I was asked to value some of the things that were there, which gave me an opportunity of seeing the place as it was then: the land was in a miserable state. Mr. Jones being now accused of neglecting the land, and leaving the hedges uncut, &c., &c., requested me to go over the place. At his request I went, accompanied by Mr. Roberts, Geinas—one of the best judges of these matters in the country. We found the farm in the best condition possible, and I can assure you that if you could do anything in the way of recommending Mr. Jones as tenant to your farm (if you will be leaving) that the way in which he managed the farm which he is now losing is everything that could be desired to recommend him as a good tenant to another farm."

"With kindest regards,

"Yours sincerely,

"ROBERT OWEN."

I bought the first season artificial manure to the value of over 40*l.*, and various sums approaching that figure for some years following for guano and lime. In the year 1874 the house and outbuildings were entirely destroyed by fire, and the landlord had the benefit of the insurance money towards rebuilding, although it was I who had paid the premium to the Insurance Company."

The Witness.—I beg your pardon. I have made a mistake. This is the letter I intended submitting (*handing in letter*).

Chairman.

63,813. Is that Mr. Owen's letter?—Yes, my Lord.

63,813A. This is another letter. Both letters might be put in: there is no harm in putting in both?—That is what I wish.

63,814. This is a copy of a letter. Have you the original?—I have it at home.

Chairman—continued.

63,815. You can produce it?—Yes, my Lord.

63,816-7. You had better send the original in, if you please, when you get home. This is a copy of a letter in your possession written to you by Mr. Robert Owen, under date of November 16th, 1888.

'Ty Draw, Mold.

"DEAR MR. JONES, "November 16, 1888.

"I HAVE been asked by my father to forward to you the following translation of a letter written by him:—

"Dear Sir,—I am glad to hear that you and your late landlord are likely to settle your differences by means of arbitrators. With regard to the gentlemen who have been chosen to act, I should be prepared to entrust the task to either of them individually. I know that they will do what they think is just and fair; you may be sure that they will not knowingly be hard upon you in your great trouble. The difficulty lies in this, that neither of them saw the farm when you first took it, 12 or 15 years ago. My firm opinion is that the fields, which have been turned from arable into pasture lands (and which comprise nearly the whole farm), are now worth more by something between 2*l.* and 3*l.* per acre than they were then. For now you could carry away from them while then you could get but very little without manuring them well. I feel perfectly assured that not one of the three gentlemen you have mentioned would wish to act unfairly towards you. Yours very truly, ROBERT OWEN. —Ty Draw."

"Such, Mr. Jones, is the letter, and I think that I have translated it as faithfully as possible.

"Yours very truly,

M. H. OWEN."

[Statement continued.]

I carted the materials towards re-building at great cost. I estimate this at least to amount to 90*l.* I had a team of two horses and a man employed in cartage daily for three months in the year 1874-5. The following year they were similarly employed for six weeks. Another man was also occupied for the same period for three days in each week loading stones, &c. In 1880 the man and the team were similarly at work for a fortnight, and I could enter further into details if required. About three years after I took the farm, the agent, the late Mr. Clarke, came to walk over the farm, and he told me there was not a single farm on the Kinnel estate which had improved more since the time I had become tenant. The farm is surrounded by a large forest, and, in spite of all possible efforts on my part, the game, especially the rabbits, were destroying a large portion of the crops, and causing a loss of 30*l.* at least annually. Owing to the difficulty to save the crops from

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Mr. W. JONES.

[Continued.]

Chairman—continued.

being damaged, I made a successful attempt to get the farm to pasture. I had spent the best days of my life in hard labour, and living in the most economical manner, trying to improve the farm, under the impression that my family and myself would have it for a home, and that I personally would derive the benefit from that labour. But to my sorrow in 1888 I received a notice to quit. This was such a blow to myself and the members of my family, that I cannot describe it. I did not think at the time that the notice would have been put into force. The reasons given for turning me away were without foundation. I was accused of not having a sufficient stock on the farm, also that my farming was unsatisfactory, and even that I had deserted farming altogether, and devoted myself to go about the country to speak on the land question and the tithes, and that I was going from house to house to persuade my neighbours to refuse to pay their rents and tithes. The agent further accused me of being like a 'storm bird,' fleeing through the neighbourhood which predicted a storm. He stated that he had been informed by respectable men of the accusations he charged against me, and that it would be better for me to leave and enter the 'Baner' office. In the face of these accusations I implored the agent to enquire into the state of the land as well as to the other charges, because I denied them in the view he presented them. The following is a copy of the letter I sent him:—

"Pentre du isa

"August 27th 1888.

SIR,

IT was with surprise and regret I received your letter informing me that you had let my farm. I do not doubt that you have been informed by respectable men (as you said) of the important accusations you brought against me, viz., that I was fleeing from house to house in the neighbourhood to create agitations, urging my neighbours to refuse paying their rents and other just demands, causing you to describe me like a storm bird, whose appearance in a locality predicted a storm, and so my appearance to and fro amongst my neighbours was.

But certainly, sir, I must believe that these respectable men who informed you have been entirely misled by evil disposed men, who watch for opportunities, using schemes full of deceit and falsehood, so as to thrust themselves to the notice of their superiors. This is the class that has plotted this evil against me, which leads direct to dispossess myself and family of our home whilst in the middle of bringing up my children.

I never entertained nor expressed extreme views on the land question. And with respect to the serious and important accusations you brought against me, viz., urging my neighbours to refuse to pay their rents, and of deserting the farm so as to go about to hold public meetings, in the most serious manner I emphatically deny them—not repudiating a portion of them, but altogether and entirely. And now, dear sir, I implore of you to make a

Chairman—continued.

thorough enquiry into such accusations, because they are easily proven either to be true or else false. I firmly believe that when you come to understand thoroughly all the particulars, that you will be shocked that such unfounded rumours have been the cause of ruining my circumstances, and to present appearances to lose the most dear members of my family, as they cannot bear the loss and such injustice. I am prepared to stand or fall by the truth. Whatever about my future with the farm, I hope you will not delay without making a thorough enquiry into the accusations.

1. Where have I been expressing such views?
2. Who are the persons that I have been persuading?

I shall expect a word from you in order to arrange for the enquiry, so that my character may not remain long under such misrepresentation, a thing which is a disadvantage to me in getting another farm. Justice and fairness require this to be done. It is my feeling also very decidedly that an enquiry should be made into the state of the farm, as I have cultivated it with great outlay and care as to the placing it under grass.

In a letter written to his tenants on February 12th, 1886, Mr. Hughes says that he never turned a tenant out of his farms, and I trusted that Mr. Hughes was in earnest when he wrote it, and I ventured to cultivate my land in the expectation that the benefit from that would fall to me, but, alas the disappointment!

Yours very truly,

"WILLIAM JONES.

"St. John Charlton, Esq."

The agent refused to make an enquiry as to the accusations specified, and still he continued to accuse me. Mr. Henry Joyce, of Denbigh, and Mr. Robinson, Coedacras, came there to look at the farm, and the latter went over the land without asking my permission. He did that more than once. Mr. Joyce wanted the farm for his son-in-law, but he said to me and to others in the neighbourhood that he would not take it if there was a chance for me to have it. I told the agent that Mr. Joyce was willing for me to remain, but the answer was that that was incorrect, and that Mr. Joyce had no intention of being without the farm, and that his son-in-law was already on the way home from America to take it.

Sir John Llewelyn.

63,818. I should like to ask to whom that last letter was addressed?—To Mr. St. John Charlton, the agent.

Chairman.

63,819. Then you have a further statement, I believe, which is in a separate document, and in a different handwriting. Is this it?—Yes, my Lord.

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Mr. W. JONES.

[Continued.]

Sir John Llewelyn.

63,820. Is it in your handwriting?—No.

63,821. I ask you, because it has not yet been stated to us that this is your own, or that it comes from you. It is in a different handwriting to what we have had before. It may be right, and I only want to know whether you have seen it before?—It is not in my handwriting because late last night, when I understood that Mr. St. John Charlton was coming here to give evidence, I asked a friend of mine, who was able to do so, to write it out for me.

Chairman.

63,822. This is your statement, and you guarantee that it is accurate?—Yes.

63,823. We do not wish to know who wrote it; all we want to know is whether you will vouch that it is accurate. Are you satisfied yourself that it is accurate?—Yes, my Lord.

[The following further statement of the witness was then read.]

I made every effort to be allowed to remain on the farm, but it was refused me expressly. I made also similar efforts to get the agent to prove the fact of the accusations, and to come against me, but he refused to do so. I was unwilling to remain under the accusation of having farmed badly, after having spent so much money and labour in improving the farm, and I got two skilled men, namely, Mr. John Roberts, of Geinas, and Mr. Owen, of Ty Draw, to come and look minutely into the state of the land. Mr. Owen had valued the farm when I came into possession, and he knew well in what state it was at that time. I had a letter under his hand, informing me that I could not have brought the land into the state in which it was without expending from 2*l.* to 3*l.* an acre. I also have Mr. Roberts' report, which shows the state of every field on the farm when I was leaving, which I will present to the Commission. It will be seen clearly from these reports that it was not for farming badly that I was being turned out of the farm, but rather on account of the political reasons specified to me from the mouth of Mr. St. John Charlton himself. I am a Welshman and Nonconformist, and a Liberal. My farm was let to one who is an Englishman and a Churchman, and there are other instances of Nonconformists being turned off from the Kinmel estate since Mr. Charlton became agent, and Churchmen being put in their places.

Before finishing, it is fair to inform you that I received the sum of about 80*l.* as compensation for carrying towards the buildings, and on account of the excellent state of the farm. But that is not what I wanted, but to be allowed to remain in my home. The laws of our country permit the same thing to happen yet to all the agricultural tenants of the United Kingdom,

Chairman—continued.

and I have my opinion as to what must be obtained before the farmers of this country will be secure to cultivate their lands properly

Sir John Llewelyn.

63,824. I have only a few questions to put to you. Were you in arrears of rent when you received notice to quit?—Yes, so far as I can remember now the amount of the arrears was several pounds less than a twelve months' rent, 58*l.* 15*s.* 6*d.*

63,825. What was the year when the fire took place?—1874.

63,826. The year after you went there?—Yes.

63,827. You continued a tenant up to 1888? Yes.

63,828. You complain that the landlord had the advantage of the insurance money, though you had paid the premium?—Yes, I have stated that fact in my evidence.

63,829. Then I was correct in taking it down in that way. Was the rent increased?—No.

63,830. Was a new house built?—Yes.

63,831. After that, did you continue to pay any insurance premium?—After the first season, the insurance premium was added to the rent, so that the rent in future was 62*l.* 10*s.* instead of 61*l.* 10*s.*

63,832. So that it was part of the agreement that the insurance money was to be paid?—Yes it was understood.

63,833. But the rent was not increased in consequence of the new buildings?—No, nor the tenant recouped for the cartage towards the new buildings.

63,834. Was the first letter that was put in written by Mr. Pierce?—Written by Mr. Owen to Mr. Pierce, to give me a high character as a farmer.

63,835. Who is Mr. Pierce?—Mr. Pierce was the gentleman I was trying to get a farm of.

Mr. Brynmor Jones.

63,836. What, if any, foundation was there for the charge made against you that you were agitating against the payment of rent?—It is difficult for me to answer the question in the way it is put; firstly, there was no foundation, but I had taken a public part on platforms at meetings in connexion with the land question; but I did not entertain extreme views on the question, as I was accused of doing by the agent.

63,837. Then I understand that all you had done was to attend at public meetings and argue in favour of land reform of a moderate and temperate kind?—That is all, and also appearing

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[Continued.]

Mr. Brynmor Jones—continued.

on the platforms in support of Colonel Cornwallis West's candidature for the seat in Parliament.

63,838. At which election was that?—The first election of Colonel West.

63,839. Do you think that the example of what has happened to you makes tenants afraid of coming to express their opinions before this Commission and at public meetings?—That is my idea, and I would state my reason for it if you wish.

63,840. Please state your reason?—Farmers generally complain that it is impossible to pay rents at the present state of the market and of trade, and still they object to come forward to give evidence, and the natural conclusion I come to is that they are afraid.

63,841. I did not catch the name of your parish; what was the name of the parish?—Llanefydd.

63,842. Are most of the farmers in that parish Nonconformists?—Yes.

63,843. Do they mostly use the Welsh language among themselves, and for religious and business purposes?—Yes, entirely.

63,844. Is there a great dissatisfaction amongst the farmers in that parish with the existing land system?—I have no permission to name any persons, but I am positive of the fact that they are afraid to properly farm or cultivate their lands while they are not certain to have them permanently.

63,845. I think what you mean to say is not certain of the permanence of their holdings?—Yes, of the occupation.

63,846. What remedy do you suggest?—From experience, and a little intelligence, I suggest security of tenure, fair rent, and free sale, or fair sale.

63,847. How are these objects to be attained?—By Act of Parliament.

63,848. Yes, but an Act of Parliament of what kind?—An Act of Parliament that will secure the three objects I named, taking also a compulsory clause that the farmer shall properly cultivate his land.

63,849. Do I understand you to say that the farmers find it very difficult to pay their rents, even with the abatements that have been given now?—That is what many of them say.

63,850. Do you think what they say is true?—Yes, entirely. I ask to submit this report which I have as to the state of my farm which I think has been mentioned.

Chairman.

63,851. What is that?—A statement as to the condition of my farm by Mr. Roberts, of Geinas, one of the valuers.

Chairman—continued.

63,852. At what period?—When I took the farm, and when I left the farm.

63,853. When was that?—One in 1873, and the other in 1888.

63,854. Who is this by?—Mr. John Roberts, of Geinas, one of the valuers, my Lord.

Mr. Brynmor Jones.

63,855. What you want to do by putting in these documents is to show that the state of the farm when you gave it up was pretty much the same as it was in 1873?—Yes, I have been accused by the agent of neglecting the farm, and it has been said that the farming was unsatisfactory.

63,856. You deny that, and you rely upon the valuation of 1888 as a disproof of that assertion?—Yes, and to prove what I say; that is all.

Sir John Llewellyn.

63,857. May I ask one question to clear up what you said just now; you thought that there ought to be free sale. I do not know what you mean by free sale exactly, and I want to know what is in your mind; free sale of what?—I have used the terms free sale, or fair sale.

63,858. What do you mean by it?—A free right to the tenant to obtain compensation for the labour he has devoted to the land.

63,859. Do you think you ought to have the right of selling the goodwill to an incoming tenant?—All I say is that none of the labour of the old tenant on the farm should be allowed not to be compensated for.

63,860. That is complete compensation?—Yes.

63,861. You do not mean the right of selling the goodwill?—It means all the interest the old tenant has in the farm. It does not signify to me what name it is called by.

Chairman.

63,862. I have to trouble you with a few questions from Mr. Vincent: "Were you in arrears when you left"?—As I have already stated, my Lord, it was altogether 58*l.* 15*s.* 6*d.*

63,863. Mr. Vincent asks also: "The valuation of 1888 was made by a man of your own choosing, was it not"?—Yes, partly, but Mr. Charlton was also very anxious that Mr. Roberts should take the work.

63,864. Mr. Llewellyn Jones asks the following questions: "Were Mr. David Edwards and Mr. Daniel Jones, of Wern, ejected about the same time as you"?—Yes, so far as I understand, the same year, but I am not quite certain of David Edwards.

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[Continued.]

Chairman—continued.

63,865. "Did you three gentlemen reside on different portions of the Kinnel estate?"—Yes, my Lord.

63,866. "On what portion did David Edwards reside?"—Near Abergele.

63,867. "On what portion did Mr. Daniel Jones reside?"—Llandyrnog, in the Vale of Clwyd.

63,868. "On what portion did you reside?"—Llanefydd.

63,869. "Were you three gentlemen prominent politicians in these districts?"—Everybody knew what our opinions were, because we expressed them publicly, and not secretly from house to house.

63,870. Thank you. That is all I have to ask you?—There is a letter showing that the arrears were entirely due to damages done by game.

Mr. Brynmor Jones.

63,871. I suppose you did your best to make money out of the farm, and failed?—Yes, but it was impossible for me while the crops were destroyed by rabbits.

Chairman.

63,872. Where is your letter. Put it in and it shall be marked?—(The witness handed in the letter.) It is in the Welsh language. It is a copy of a letter I sent to Mr. St. John Charlton, the agent.

63,873. It is a copy of your own letter which you sent to Mr. Charlton, complaining of the ravages done by game; is that so?—No, not to complain, but to explain why I was in arrears with my rent.

63,874. Do you wish that letter to be read?—I leave it to the Commissioners.

Chairman.

We will have it read if you wish it.

[The letter was read as follows.]

"Pentre du Isa.

"SIR,

"November 19, 1888.

"AFTER my conversation with you at Wygfair on the 13th inst., I am afraid that you have no clear idea as to the losses I have had through rabbits during the seven years before the year 1880. During those years there were good prices for grain, but the produce of my labour was destroyed at least to the value of

Chairman—continued.

30l. a year. Allow me to bring one or two facts to your notice, desiring you to give them consideration: First, in the year 1877 my corn was almost entirely destroyed, I having sown 10 hobbets of barley, but I had nothing but five hobbets, whereas I ought to have had 100 hobbets of barley. The destruction of all the produce of the farm was almost entire. The result of this was that I was deprived of having the corn to sell to pay the demands of the farm, so I had to borrow a large sum of money, but what makes the case more serious still is that I had to buy five tons of hay, at 7l. 10s. a ton, to keep my cattle, so that between this and Indian meal and bran it reached the sum of 49l. Secondly, in the year 1880 I had a field of clover which started well, but it was destroyed. I had 9 acres of oats, which had 4 cwt. per acre of bone manure. That had started well, but 8 acres of it were destroyed entirely, so that I did not get a handful. I called an experienced man in to value the loss on the corn and clover, leaving the hay without being valued, and his valuation is now before me, amounting to 33l. 17s. 6d. All of these, sir, are facts plain to all in the neighbourhood. If I had not suffered so, I would not have been in arrears with my rent, but I would have a considerable amount of money in my favour."

That is all the portion of the letter referring to the arrears.

63,875. Mr. Vincent asks "The damage that you mention was in 1880, was it not?" The valuation of 33l. 17s. 6d. was for 1880 only.

63,876. "The letter was written in 1888?"—Yes, my Lord.

63,877. Mr. Vincent wishes to know "How do you account for the interval?" If Mr. Vincent had listened to the reading of the letter, he would have found out for himself, but I will explain it to him. Owing to the annual damage done to the crops, I could not get enough money to pay for the farm, and I borrowed a considerable sum of money to carry on, under the impression that the loss would be put a stop to, and the reason why the arrears were incurred was that I had to pay back the money I had borrowed.

Professor Rhys.

63,878. That is not quite a translation of what he said. I think it had better be repeated?—I will answer in the words of the letter, that I paid back the moneys I had borrowed at the time when I had the loss, and then the arrears were incurred.

Re-examined
63,925.

The witness withdrew.

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Mr. W. JONES.

[Continued.]

Mr. ST. JOHN CHARLTON re-called and further examined.

Chairman.

63,879. If you wish to say anything we are quite ready to hear it?—In regard to the rebutting evidence in this case, I can only say that this is one of those four notices to quit that we have already alluded to, and threshed out, and this tenant was one who was considerably in arrears of rent, and always in arrears of rent, and he was not a satisfactory tenant in any way. He complained very much the last time of game damage, and so forth, which so far as I could see did not exist at all. The shooting of the covers adjoining, which belong to Mr. Hughes, of Kinnel, are held by Mr. Griffiths, of Garn, and I believe there are hardly any rabbits in the place, I think that the statements made were pure fabrications. He had very little capital, and what capital he had was borrowed, I believe, most of it. I certainly in my conversation with him told him that he did not attend to his farm, always going about from one place to another, stirring up his neighbours and inciting them to—well, shall I say to follow this doctrine of the three F's, which he has already mentioned to us—that if he attended to his farm, it would be a much better thing. I never forbade him to go to any meeting, nor do I object to his going to any meetings; I only say that that is not the way to farm profitably—to spend day after day in that sort of proceeding, which he did, according to the statement of all his neighbours. But that was not the reason of my parting with him; my reason was that I could never get the rent, and he was always behindhand. Then when we came to part, which we did, I instructed a referee to act for us, and that referee was Major Birch. He selected Mr. John Roberts, of Geinas. He says I selected Mr. John Roberts, of Geinas, for him; I have no recollection of doing anything of the kind. I do not think it is in the least likely that I ever suggested him, but if I did it was because he had already made a favourable report of the farm, and therefore he was Mr. William Jones' adviser and his advocate in the matter. At any rate, he selected him, and I selected Major Birch, and they two went into the question of what ought to be paid for the cartage, of which you have heard, and other matters in respect of which he claimed. I believe they awarded him an amount some time ago. I was not prepared for this case, and I have not got the figures, but I believe the figures came to something like 88*l.* or 100*l.*, and that was awarded to him. I remember this very distinctly, that he not only asked to find his own referee, but he also wanted to select his own umpire, and he suggested Mr. Owen Williams—that gentleman who another person just now said was one of our tenants. However, this man selected him, and I said, "I have no objection at all to Mr. Owen Williams' being the umpire, but it is usual for the referees to select the umpire, and not for us." However, it was a condition that he made; he attached so much importance to the selection of

Chairman—continued.

his own umpire that I allowed him to have his way, and he selected his own umpire, and they went into the reference, and whatever the reference ended in, according to the decision of his own umpire, by that I abide. I do not think I have anything more to say.

Sir John Llewelyn.

63,880. Was the question of rabbits referred to the umpire?—I cannot remember about that. I would only say this further, if you will allow me, and that is this, that I let the farm to a man who he tells me—it was the first I knew of it—is not a Welshman, and that he is a Churchman. I was not aware that he is a Churchman, and I did not really know that he was not a Welshman. He married Mr. Joyce's daughter, who lives in this town, and I think his name is Robinson. He has had the farm ever since at the same rent that this tenant had it. He has paid regularly every half-year, and I have never had any single complaint. On the contrary, he has always expressed himself as extremely satisfied with the farm; he has not the slightest difficulty in making his money or making his profits, and I have not heard a word as to rabbits or any other damage from his successor for the last five or six years; so that so far as we are concerned, of course we have had a very fortunate exchange, and I can only say that the 100*l.*, or whatever it was, that was awarded him, was very well laid out, because we have a very satisfactory tenant as a substitute.

63,881. I do not think I have quite got an answer to my question. You see the whole of his point, Mr. Charlton, is that he could not pay his rent on account of the mischief done by rabbits?—Well, I really cannot recollect, but the referees had power to go into everything. I did not limit their scope in any way; on the contrary, my instructions to Major Birch were in this case the same as in the other: "Deal with the man very liberally, as liberally as you can," and I should rather like, if it could be done, that Major Birch should corroborate that statement, if his Lordship would allow it.

Mr. Brynmor Jones.

63,882. Who recommended the new tenant to you?—I should think Mr. Joyce probably, because he was his father-in-law.

63,883. Is Mr. Joyce a Churchman?—I do not know.

63,884. What?—I do not know. I do not know Mr. Joyce personally any better than I know you, and I could not say whether you were a Churchman or whether you were not, so that I cannot tell you about Mr. Joyce.

63,885. Did he apply for the farm, this new tenant?—Yes, through his father-in-law.

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[Continued.]

Mr. Brynmor Jones—continued.

Mr. Joyce made an application in writing. I did not even know Mr. Joyce when he came to see me.

63,886. In what way was this tenant, Mr. William Jones, an unsatisfactory farmer?—First of all he did not pay his rent, which is an unsatisfactory thing; secondly, he did not farm the farm well, I consider; and, thirdly, he had borrowed capital to go upon.

63,887. But we hear that that is the case with a great many farmers?—I do not think it is a desirable state of things. I should not give a farmer notice on that account, but you asked me whether he was satisfactory as a tenant. I do not consider that is satisfactory, because if the person who has advanced the money comes forward and wants the money, where is the man's stock?

63,888. My question was, in what was he an unsatisfactory farmer?—I beg your pardon; I thought you said tenant.

63,889. To which you say he was carrying the business on with borrowed capital. What did he do that was wrong, what clause in the agreement did he break?—Well, we do not enforce our agreements really in any particular clause. I never interfere with the farming of a tenant.

63,890. Did he break any clause in your agreement?—I do not know that we had any clause to put to him. I never enforced any of the clauses of the agreement. You can tell whether a tenant is a good farmer or a moderate farmer without going over the agreement; the question is whether the land is well cultivated or not. But the chief thing against him was that he was always in arrears of rent, and always grumbling, and saying he could not make the farm pay.

63,891. Then I am to understand that he did not break any clause in the agreement?—I do not know that he broke any particular clause in the agreement. There is no particular clause to provide that he should farm the farm well, except that it should be conducted according to the rules of good husbandry. He may be said to have broken that.

63,892. In what respect?—Because the farm was rather dirty, I consider, and also not in a high state of cultivation. He tells you that his crops were extremely poor; he says by reason of the rabbits; I say by reason of its not being well done. He says himself he could not make both ends meet.

63,893. Did you write a letter to him? Was it your letter that was read?—I have not heard any of my letters read.

Chairman.

63,894. A letter was written from the last witness to Mr. Charlton, saying that he had lost money by reason of damage by rabbits in the year 1880?—It was the tenant's complaint that he was always losing money by his farm.

Mr. Brynmor Jones.

63,895. Does it not occur to you that the fact that he was in arrear of rent shows that farming is somewhat difficult in these times? Do you not think that he is rather the victim of depression than the victim of any fault of his own?—No, I do not think so, because the same depression exists in almost worse form now, and the present tenant has no difficulty whatever.

63,896. We have had evidence that farmers have to borrow money to pay the rent continually?—I do not know about that. Personally, I know of no cases where they have borrowed the money to pay the rent; they may or they may not. Of course, amongst the great body of people there must be some who borrow money in every station in life I fancy. There are improvident people and industrious people, and there are some people who will live where others will starve, and *vice versa*; there are some lawyers who do very well, and others who make nothing. In all trades that is the case, as well as that of farmers, it does not matter what it is. I think the answer to that question is that the present tenant makes the farm answer on the same terms, and has no cause of complaint. I do not know of any better answer.

63,897. Did you take the trouble to ascertain whether he was attending political meetings to so great an extent as to neglect his work?—I have no objection at all to his attending political meetings.

63,898. So you said; I do not suppose you have?—But I think that if a man goes about from one thing to another, and is always away from his farm—that is what his neighbours said of him—

63,899. What steps did you take to verify that?—I asked several people for information on whose word I could rely, and they all corroborated the statement, therefore I had not the least doubt about it. They were all people of respectability and position, and not likely to tell me what was not true. Therefore I was quite satisfied.

63,900. But the meetings are chiefly held in the evening, are they not?—I do not know when they are held. I am not in the habit of attending them. I have never been to one of them myself, and I really do not know at what hours they are held. I think most likely they are held in the evening, because the attendance would be best then, but still they are held in the afternoon too.

63,901. Then beyond listening to the statements of these neighbours, you took no steps to ascertain whether he was neglecting his farm?—I found he was neglecting his farm totally irrespective of his meetings. I told you, I think, that he did not farm the farm well. He was always grumbling, and he did not pay his rent, and he was always complaining of this rabbit damage, and things of that sort, whereas I have now a tenant who complains of none of those things, but who in fact pays the same rent and gives us peace and satisfaction, instead of continual annoyance. I fail to see on what ground

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[Continued.]

Mr. Brynmor Jones—continued.

a man can expect to remain on a farm and be continually giving his landlord annoyance for no object whatever, when other people are willing to take the place and live there in peace and quietness, and do well.

63,902. Does it annoy the landlord for the tenants to go to political meetings?—No, not at all, but it annoys the landlord not to receive his rent.

Chairman.

63,903. I have a few questions to put to you, some of which, I think, have already been answered in effect. Mr. Llewellyn Jones asks the following questions:—"In the year 1888 were there many tenants on the Kimmel estates in arrear with their rent?"—A certain proportion were, no doubt.

63,904. "Had you any tenants nearly two years in arrear?"—I should say that I came to the agency in 1887, and I took up the rental with a considerable amount of arrears upon it. I cannot recollect quite what they were.

63,905. Can you answer the question as to whether there were any tenants nearly two years in arrear?—No, I do not think that. There was a tenant, and is a tenant still, who is very heavily in arrears, and has been for a great many years, but he is the only one. He is really very heavily in arrears.

63,906. What would be the answer to that question, "Had you any tenants nearly two years in arrear?"—No, not tenants. I should say there might have been one, possibly.

63,907. "When notice to quit was served on Mr. William Jones, what did the arrears amount to." I think we have heard that?—I cannot quite recollect, but I think they were about 100*l.*, very nearly.

63,908. He told us himself. "Were all the arrears afterwards paid?"—His arrears?

63,909. Yes?—I think they were paid. I cannot quite recollect that, but I fancy they were deducted from what was due—from what we paid to him under the award. I think I gave him a cheque for some balance. I cannot quite recollect that now. It is so long ago that I really could not say, but I have no doubt that we deducted the arrears from the amount paid to him for compensation, because of course that would naturally be the case.

63,910. Then I will take it that the answer to Mr. Llewellyn Jones' question of "Were all the arrears afterwards paid," is "Yes"?—I suppose that would be so. I cannot say whether they all would be, or whether they exceeded the amount of the award. My impression is that they exceeded the amount of the award.

63,911. May I take it that they would; would you go so far as to say that?—I suppose they would exceed it. I cannot recollect which of the two was the greatest, but there was not very much difference in it, whichever it was.

63,912. Mr. Llewellyn Jones' questions continued: "Is not Mr. Roberts, Geinas, who

Chairman—continued.

"reported on the farm, a reliable valuer of land"?—I believe so; he is considered to be so, but of course he was his advocate for the time being—he was the man he selected.

63,913. Of course he was on his side, but could you answer the question, "Is not Mr. Roberts, Geinas, who reported on the farm, a reliable valuer of land"?—Yes, I should say so.

63,914. Mr. Llewellyn Jones' questions continued: "Have you ever written to Mr. Roberts, Geinas, or to any other person enquiring to what religious denomination a prospective tenant belonged"?—No. See 70,5

63,915. "Did you receive a letter from Mr. William Jones complaining that your reasons for ejecting him were without foundation, and requesting to be allowed to defend himself"?—That is this tenant, I suppose—Mr. William Jones.

63,916. Yes, that is the tenant?—I have no doubt I received the letter. I had not recollected it till I heard it again to-day, but I should think probably I did receive it; I have no doubt I did. I do not remember anything about it, but I do not see why I should not receive it if he sent it.

63,917. You have no doubt you did receive it?—I think so.

63,918. That is the answer to the question?—Yes, I think so.

63,919. "Did you give him an opportunity to defend himself?"—We had a discussion together at Colonel Howard's house at Wygfair, which is not very far from where he lives. I told him, I think, if I remember rightly, that the farm was let to Joyce, or rather to Joyce's son-in-law, and he then said that Joyce would give it up, or something of that sort. I saw Joyce and asked him, and he said no, he had not the slightest intention of giving it up; he wished to take the farm. I had not the slightest intention either of asking Mr. Joyce to give it up. That was all that took place between us.

63,920. Would you answer the question: "Did you give him an opportunity to defend himself"?—Yes, I did; I had several interviews with him.

63,921. This was, I think, before the farm was let?—Before the farm was let.

63,922. "Do you usually eject tenants who are barely a year in arrear with the rent?"—No. We do not very often eject tenants for any reason. As I told you to-day in my report, we have only forcibly sent away four tenants in 40 years, but I am glad to say they are not usually in arrears of rent to that amount. Most of them pay on the day punctually.

63,923. With regard to the question of public meetings, we have already dealt with that. Then Mr. Llewellyn Jones' questions continued: "Was Mr. William Jones' successor a Churchman and a Conservative"?—That I do not know. I never enquired one way or the other,

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Mr. ST. J. CHARLTON.

[Continued.]

Chairman—continued.

because I never do enquire; I take no part in politics. I have never canvassed a single person.

63,924. You do not know whether Mr. William Jones' successor was a Churchman and Conserva-

The witness withdrew.

Mr. WILLIAM JONES re-called and further examined.

Chairman.

63,925. Do you wish to say anything upon what Mr. St. John Charlton has said?—Yes, my Lord.

63,926. What is that you wish to state?—Without entering into details, the chief point I wish to call your attention to is that I had no opportunity of defending myself against the accusations brought against me. He told me that he had been informed by my neighbours that I was neglecting the farm, and so on, yet all my neighbours knew differently, and told me that they never told the agent that. I had no opportunity whatever of defending myself; Mr. St. John Charlton was speaking all, and I was simply listening, and I was not a forgetful listener. He never withdrew his words nor proved them.

Mr. Brynmor Jones.

63,927. How often, in fact, did you attend these meetings?—There was a Farmers' Association in Denbigh. When I used to come to Denbigh Market I used to attend those meetings.

63,928. This notice to quit was after the General Election, as I understand?—Yes; it was after the General Election of 1886.

63,929. It was in 1888, I am told. I thought it was last year. Had you taken any part in the election of 1886?—Yes, I spoke publicly.

The witness withdrew.

Mrs. MARY ANN EDWARDS called and examined.

Chairman.

63,934. I have the statement before me of Mr. David Edwards. Are you the wife of Mr. David Edwards?—I am.

63,935. Have you seen this statement?—Yes.

63,936. Is it accurate?—Yes.

63,937. Do you wish it to be read?—It was read to me.

63,938. Would you like to have it read now to the Commission?—Yes.

[The following statement was then read.]

Evidence of David Edwards, now of Llandymnog, late of Hendre Isa, Llanellidan.

I was born at Hendre farm, Llanellidan, on the estate of Nantelwyd Hall. I took the farm 28 years ago, after my mother's death. Four years ago I was requested to sign a special agreement, and I refused to do so. The landlord then distrained for arrears of rent that were due. I paid the distress off. The next rent then

Chairman—continued.

tive?—No. Mr. Robinson I believe his name is; I do not know whether he is a Conservative, a Churchman, or a Nonconformist.

Mr. Brynmor Jones—continued.

63,930. Were your speeches reported in the newspapers?—Yes, and those were correct—those that were published—but it is a fact that there were falsehoods reported about me and my speeches in different mansions.

63,931. How often were these farmers' meetings in Denbigh?—I think about once a month, and I think I appeared publicly three times in other places. Mr. St. John Charlton has stated that I borrowed money. How can he prove that? I never borrowed any money from him, nor from Mr. Hughes, of Kinnel.

63,932. There is another question upon this, and I must say that after this question we must really go on with the next witness. Mr. Vincent asks, "There was no contest in the 1886 election, was there?"—I cannot be certain of that. We had taken care to make everything perfectly sure if there should be a contest.

63,933. "Was this association called the Land League?"—It was the Farmers' Association of Denbigh and the neighbourhood.

Chairman.

Then it was not the Land League. That finishes this case.

Chairman—continued.

became due, and we had a solicitor's letter demanding payment of the rent on the day it fell due. This was done on two occasions, and we paid the rent on demand each time.

63,939. This is rebutting evidence, is it not. What does this rebut?—It is evidence about damage by game on the farm.

63,940. You wish to rebut some statement with regard to the game, do you not?—Yes.

63,941. Will you kindly go to that. We cannot take any general evidence, you understand, but anything that you wish to contradict as regards matters stated with regard to game damage on your farm we shall be very glad to hear. We do not want any fresh evidence brought into this, if you please?—No. My master was there, and we went 20 years ago, when I married David Edwards, and the game has continued since I have been there.

63,942. We will go to what you say about the game?—

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Mrs. M. A. EDWARDS.

[Continued.]

*Chairman—continued.*See 61,334,
61,335.

Enoch Jones, who succeeded us at the farm, said at Ruthin on Tuesday that he had nothing to complain as to game. I suffered severely from game trespass. I sowed 9 hobbets of wheat in a field of 7 acres, and it was so devoured by game that I only had 5 hobbets of wheat from it. The field had been properly cultivated and manured. When we had notice to leave the farm we appealed to the agent. He recommended us to write to Mrs. Naylor-Leyland. We did so, but she wrote back that she left everything to the agent.

See 61,247.

63,943. That is all with regard to that. There is another rebutting statement, I understand; Mr. Llewellyn Jones asks: "A statement was made in Ruthin by Mr. Gomer Roberts, that 'the landlord's messenger who brought new agreements around on the Nantclwyd estate 'some six years ago had not at the time in his possession a notice to quit to be served on 'tenants who refused to sign the same.' Is 'this statement correct or not'?—We had a

The witness withdrew.

Mr. EDWARD THOMAS HUMPHREYS called and examined.

Chairman.

63,946. You and your brother are joint tenants of Goblin Farm, near the town of Denbigh, belonging to Lord Newborough?—Yes.

63,947. You wish to give your evidence in English?—Yes.

63,948. This is your statement. Will you read it yourself or have it read?—I do not mind which.

[The statement of the witness was read as follows.]

Evidence of Mr. E. T. Humphreys, Goblin Farm, near Denbigh.

See evi-
dence of
next wit-
ness and
64,515.

My brother and myself are joint tenants of Goblin Farm and Pont Ystrad, near the town of Denbigh. The farm belongs to Lord Newborough, and is 70 acres in extent. There are several paths and accommodation roads on the land. The rent of Goblin Farm and Pont Ystrad was formerly 148*l.*, but some years ago a reduction of 12*l.* was made in respect of the Goblin part of the farm.

63,949. It was reduced to what?—Reduced by 12*l.* They are two farms. One is about 15 acres, and the other is about 70 acres.

63,950. We are very anxious to know exactly what you wish to say. You have 70 acres of land?—Yes, on Goblin Farm.

63,951. Have you any more land besides that?—Yes, another small farm.

63,952. How big is the small farm?—There is wood and river. There is about 15 acres of cultivated land.

63,953. Is that included in the 148*l.* rent?—Yes, both.

Chairman—continued.

special agreement, but the original agreement was coming round. It did not come in our time. We were in this parcel about the special agreement that came out to my master, wanted us to sign it, and we refused to sign this. There was a neighbour said, "If you do not sign that, David Edwards, they will send a bailiff into your house to-morrow about your arrears." We did not get a chance to sign the original agreement. We had the original agreement in our premises, but we did not have this agreement that was coming on. We were coming off the estate at the time.

63,944. But is it true that this messenger who brought this document to be signed by the tenants had a notice to quit in his pocket to serve on any tenant who refused to sign the document?—They said that; the other tenants said that.

63,945. The other tenants said that, but you do not know it of your own personal knowledge?—No.

Chairman—continued.

63,954. Really you have 85 acres of land altogether?—Yes.

63,955. Of whom do you hold the 15 acres?—The same landlord.

63,956. Then really your farm is 85 acres practically?—But there is the wood and the river, and accommodation roads and paths.

63,957. Your rent was 148*l.* a year, and it has been reduced by 12*l.*?—Yes.

In 1886 I asked for another reduction, and a Mr. Lewis Jones came over and valued the place at 108*l.* My father took the farm some 30 years ago. I do not know whether there was any written agreement with my father. He died some few years after he took the farm. During the 30 years we have occupied the farm the landlord has only made the following improvements:—

1. 12*l.* in repairing the buildings at Pont Ystrad, where he put up some new doors and window panes some 20 years ago.
2. 16*l.* on draining 3 acres on the Goblin part of the farm.
3. He has only placed nine new gates on the farm during the whole period of our tenancy.
4. He built a new shed at Goblin and repaired a wall. I think he paid about 12*l.* for the work.
5. He has provided a number of pipes for the draining of part of the land, we doing the labour.

The house and buildings at Goblin are in a very dilapidated condition. I have made repeated applications to have them repaired, but without avail. During our tenancy there have

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Mr. E. T. HUMPHREYS.

[Continued.]

Chairman—continued.

been three agents on the estate, viz., Mr. Edward Ellis, Mr. Richard Roberts, and Mr. Richard Wynne. I asked all three, but without any good result. Also other persons of influence have tried to induce them to put the property in a habitable condition. Owing to the state of the house and buildings I have had to rent a cottage belonging to Mr. H. R. Marsden. I beg to hand in a report made by Mr. Bowdage, of Cotton Hall, as to the state of the buildings, &c.

63,958. Do you live in that cottage, or do you live in the farmhouse?—I sleep in the farmhouse, and my sister sleeps in the cottage. There are only two rooms in the cottage.

63,959. What is the report about which you have handed in. It is rather a long document. Who made this report?—Mr. Bowdage.

63,960. Is that the Mr. Bowdage who came before us?—Yes, of Cotton Hall.

63,961. Do you wish this report to be added to your evidence?—Yes.

[The following report was handed in.]

"At the request of Mr. Thomas Humphreys, the tenant, I have this day inspected Goblin Farm, in the parish of Denbigh, the property of Lord Newborough (70 acres). I find all the lands in a good state of cultivation, crops throughout supplying evidence of good and efficient husbandry. The farm premises are in a state of collapse, and altogether insufficient for the efficient management of the farm. A block of buildings compulsory. Shippon for seven cows is without proper feeding troughs, has no proper floor, only plain soil, and no proper gutters. Tyings are partly down, no stalls, and from a sanitary point of view is unfit. A portion of this shippon is insufficiently bounded off as a stable in bad repair. Adjoining this are two rooms, forming all the living accommodation for tenants. It is occupied by the tenant and his brother, who are bachelors. Their sister and servant occupy a cottage adjoining, rented from another landlord at 7*l.* per annum. Adjoining is the cart horse stable for three horses, in a bad state of repair, mangers, floor, and roof defective, and stalls completely gone from ordinary wear and tear. Adjoining is a cattle shed with five tyings, also in defective repair. Granary over same too defective to be of service. Barn adjoining has to be used for various purposes. I found 12 pots of milk set for churning covered with slates and sheets. Food for cattle is prepared there; threshed corn has to be stored there in sacks. Part is divided off as a byre for calves; and is altogether a mixed and unsatisfactory arrangement. Attached to this barn is a lean-to roof, and made a byre for young cattle by tenant having boarded up the front. At the other end are two pigstyes completely fallen to ruin. The whole of this block of buildings both as to walls, roofs, and inside fittings, are in a state of collapse, requiring renewing in some parts, others substantial repairs, and proper dwelling accommodation for tenant. A corru-

Chairman—continued.

gated iron-roofed cart and cattle shed has been erected by tenant 20 years, or cart would be in the weather.

"Pont Ystrad, a portion of this farm, about 15 acres of grass and woodland, is outlying, is about quarter mile distant by footpath and about half mile by road. On this is a house occupied by labourers in charge of stock, and is altogether unsuitable for the tenant of Goblin's accommodation, which lies to the town of Denbigh, and is interrupted in all directions by public footpaths, and subject to all kinds of trespass. This house is in bad repair, is very damp from being built below the ground, which is saturated by spring water above it, but tenant has cut a drain and diverted as much of the water as possible. Roofs are defective, and general repair required. Landlord has spent only 12*l.* in 30 years on them. Present tenant has put in new racks and mangers in order to be able to feed his cattle. Tenant drained at his own expense, with the exception of 16*l.* allowed by Lord Newborough about 18 years ago. A small cattle shed has also been built by landlord, to which the tenant has made an extension of three small cattle sheds. Beyond this the landlord has not expended 40*l.* during the last 30 years.

"T. W. BOWDAGE.

"Cotton Hall, Denbigh.

"September 3rd, 1894."

The Witness.—I want to ask one favour. Can the Commissioners come with me and see the place now?

63,962. How far is it?—Two minutes walk.

Mr. Brynmor Jones.

It would be a very good thing.

Mr. Griffiths.

This is the place which I saw this morning, and which I have mentioned.

Chairman.

63,963. Mr. Griffiths, I think, saw your holding this morning?—He was only a minute on it

Mr. Griffiths.

I did not see this gentleman. I only walked through, and did not see anyone.

Chairman.

Would you mind going with him and looking at it?

Mr. Griffiths.

I will go with pleasure, my Lord.

Chairman.

63,964. Mr. Griffiths will have great pleasure in going over your holding, and seeing for himself the state of things?—May I hand this in (*handing in letter*).

63,965. Is there any objection to this letter being read?—No.

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Mr. E. T. HUMPHREYS.

[Continued.]

Chairman—continued.

63,966. It is a letter from Colonel Hughes to Mr. Humphreys, and is as follows:—"Ystrad, Denbigh, February 15, 1887. Dear Sir,—I wrote as strongly as I could on your behalf to Lord Newborough's agent, and have received the answer sent herewith in reply." Have you got the answer?—I had it then, but I have not got it now. Colonel Hughes kept the answer—it is lost.

63,967. Very good. The letter continues:—"It is not very favourable. I wish I could have done you some real good. Perhaps some good may come yet. It is impossible for stock to do right with the buildings you have. Thank you very much for the turkey you were kind enough to send us, but in these times it is too much to think of making presents.—I am, yours truly, HUGH R. HUGHES. Mr. Humphreys." Mr. Vincent asks, "As a matter of fact, you sub-let a house on the land, do you not?"—Yes.

63,968. "Is not this accommodation land?"—No, it is a small farm. We only let it for the summer months.

63,969. "Is it accommodation land close to Denbigh?"—No, it is a small farm.

63,970. Close to Denbigh?—Yes, Pont Ystrad.

63,971. "Did you not have a reduction in lieu of new buildings in 1886?"—Yes. This is a letter about the reduction (*handing in letter*).

63,972. It is a letter from Mr. Richard Roberts. Who is Mr. Richard Roberts?—The agent of Lord Newborough.

63,973. I have looked through the letter, and I do not think that it has much to do with this. Did you not have a reduction in lieu of buildings in 1886?—Instead of buildings?

The witness withdrew.

Mr. RICHARD WYNNE re-called and further examined.

Chairman.

63,983. Whose evidence do you wish to rebut?—The evidence of Mr. Humphreys.

63,984. That is the evidence of the last witness?—Yes, my Lord. I have only been receiving the rent of this farm for the last four or five years, and Mr. Richard Roberts still continues to receive the greater part of the rents of young Lord Newborough, who will be of age next November, and I thought it well to write to him to know the terms upon which the tenant held the farm. If your Lordship will be good enough to look at this correspondence I should be obliged (*handing in correspondence*).

Mr. Brynmor Jones.

63,985. Has the tenant said anything that is inaccurate?—I think the copy of the letters will show that it was an understanding that the reduction was made in lieu of buildings and the land—

Chairman—continued.

63,974. Yes, instead of buildings?—He said that Lord Newborough would not reduce the rent.

63,975. He said that Lord Newborough would not reduce the rent and build as well?—Yes, he did say that.

63,976. You had a reduction of 12*l*., did you not?—Yes.

63,977. And Lord Newborough said that if he gave you 12*l*. he would not build?—No, that was the first time.

63,978. Can you answer that question: "Did you not have a reduction instead of buildings in 1886"?—Well, we cannot do without buildings. There is no room for stock, and I cannot estimate my losses.

63,979. Then the answer to that question, I take it, is "no"; that you did not have a reduction instead of buildings?—No. On account of the bad times I pressed for a reduction.

63,980. "Did not Mr. Richard Roberts make this clear to you?" Did Mr. Richard Roberts make you understand that he gave a reduction of rent instead of buildings?—No, he told me clearly that he was afraid if I claimed a reduction of rent Lord Newborough would not build. Here is the statement—they were going to build (*the witness handed in another letter*).

63,981. This is a letter from Mr. Williams. Who is that?—The sub-agent.

63,982. It is from Mr. Williams to yourself, and is as follows:—"Glynllifon, 26th August 1885. Dear Sir,—In case a house will ever be built there I send you a sketch. Please let me know whether you think it would do, so that I may go on with the plan if you cannot suggest any alteration.—Yours truly, W. C. WILLIAMS?"—Yes.

63,986. I rather gathered that from what Mr. Humphreys ultimately said?—There was never a farmhouse let upon the Goblin; it was accommodation land near Denbigh, with buildings.

Sir John Llewelyn.

63,987. Has the Goblin farm got buildings of its own?—The Goblin farm has buildings, and no farmhouse. Pont Ystrad has got a house and farm buildings, and they sub-let the Pont Ystrad house.

Chairman.

63,988. I think that you agree as to the matter?—If you will be good enough to look at the letter in that copy, you will see what the late Lord Newborough particularly stipulated.

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Mr. R. WYNNE.

[Continued.]

Chairman—continued.

63,989. Yes. The letter is as follows:—
 “Pwllheli, Sept. 24, 1886. Dear Sir,—I have
 “to inform you that Mr. Lewis Jones, in conse-
 “quence of the state of the buildings and of the
 “drainage required, has reduced the rent of
 “Goblin to 77 $\frac{1}{2}$ %, and Pont Ystrad to 31 $\frac{1}{2}$ %, making
 “a total of 108 $\frac{1}{2}$ % instead of 136 $\frac{1}{2}$ %. Lord New-
 “borough is willing to adopt this valuation, but
 “on the clear understanding that he will not
 “build or repair, as the state of the buildings
 “has been taken into consideration, and a re-
 “duction made accordingly, and any drainage
 “required must be made by you at your own
 “expense. Please let me know if you agree to
 “this.—Yours truly, RICHARD ROBERTS. Mr.
 “W. Humphreys.” What do you say upon
 that?—I say that in addition to that the tenant
 now gets 15 per cent. abatement.

63,990. On the reduced rental?—On the re-
 duced rental.

63,991. In what sort of condition are these
 buildings?—There is no farmhouse, and the
 buildings are not in good condition, but they
 were let in that state with the land; it is
 accommodation land, being close to the town.

Adjourned for a short time.

Mr. THOMAS GEE called and examined.

Chairman.

63,995. You have been for four years chairman
 of the Denbigh County Council?—I have, my
 Lord.

63,996. You have served twice as mayor of
 the borough?—Yes, and two years each time.

63,997. You have some evidence you desire
 to give to the Commission?—I have.

63,998. Will you kindly lay that evidence
 before us?—I hope I shall not tire you, but I
 have a number of facts here.

63,999. We are entirely in your hands, and
 are very anxious to hear your evidence?—I have
 condensed it as much as I could. I am a native
 of Denbigh, and have lived here nearly all my
 life, and have been connected with the Press
 ever since I left school. I have also for many
 years held a farm of about 160 acres, which was
 in the immediate neighbourhood, to which the
 town sewage is conducted. As Denbigh is
 situated in the centre of a very large agricul-
 tural district, where the best markets and fairs
 in North Wales are held, my attention has been
 specially drawn to questions connected with
 the tenure of land, and, in fact, to agricultural
 and labour questions generally. I have also
 had opportunities without number of asso-
 ciating with tenant farmers and labourers, and
 of hearing their complaints: and I may add also
 that I have had frequent opportunities of ascer-
 taining the views of landowners and their agents
 upon the questions which concerned them. To
 this I may add that I have published the
 “Baner and Times of Wales” newspaper for a
 period of nearly 40 years, in which particular

Chairman—continued.

63,992. There is no farmhouse on the farm,
 and the buildings are in bad condition?—Yes,
 they are not in good condition.

Mr. Griffiths.

63,993. Are we to understand that there are
 buildings at all there; what I saw this morning
 was simply sheds, most of them?—There are
 buildings.

Mr. Griffiths.

There are very few buildings there that I
 saw.

Chairman.

You are going to see them?

Mr. Griffiths.

Yes.

Chairman

63,994. (To the Witness.) Perhaps you would go with Mr. Griffiths?—Yes. See 64,51

Chairman—continued.

attention has been given to agricultural questions,
 and in which also a large correspondence has ap-
 peared, extending more or less over the whole
 Principality. I have therefore had ample oppor-
 tunities of forming an opinion upon the questions
 which concern your inquiry. Whether my
 deductions from the facts with which I have
 become acquainted are correct or not, I must
 leave your Commission and the general public
 to decide. I will, however, give you my views
 upon the questions generally, and will endeavour
 to do so honestly, and that without referring
 but as little as possible to individuals or in-
 dividual cases; and even when such will be un-
 avoidable, my remarks, I hope, will not be
 personally offensive to any person. It is not
 necessary that I should take up your time to
 prove that the agriculture of the country is in a
 most unsatisfactory state, and demands the most
 serious attention of Parliament. The existence
 of your Commission is a sufficient proof of this
 fact; and I hope that the great amount of evi-
 dence which you have collected will result in
 something being done that will settle the ques-
 tion, for the present, at least, in a manner which
 will be fair to all the parties concerned.

THE TENANT FARMER.

I will now give you the result of my long and
 anxious consideration of the subject in connexion
 with the tenant farmers. The labour question
 I will refer to later on. When all circumstances
 are considered, I cannot see any way of escape
 from the conclusion that an Act should be placed
 upon the Statute Book which will secure his farm

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Mr. T. GEE.

[Continued.]

Chairman—continued.

to every tenant at a fair rent; that he should have fixity of tenure, and full compensation for improvements; and that a land court should be established, with power to grant the above, and to settle all other questions which may crop up between landlord and tenant—the costs attending the proceedings in which should be upon as low a scale as possible. This will no doubt appear to landlords a very sweeping proposal. I admit that it is so; and I admit also that I would willingly have proposed some other measure if there was any probability of its being able to cope effectually with the difficulty. But I have entirely failed to do so; and I sincerely regret that such is the case, as this arrangement will of necessity lower the rent-roll on every estate, with its attendant discomforts to many families, who may not be well able to bear the loss. But as Agriculture is by far the most important industry in the kingdom it cannot be trifled with. The Act should therefore be thorough in all its provisions. A half measure will certainly end in disappointment; and as our farmers cannot bear the strain much longer, the remedy should be speedily applied. I have been convinced of the necessity of these changes for the last ten years—ever since I became acquainted with the provisions of the Irish Land Act; and have never yet seen a sufficient reason for changing my opinion—not even in the evidence which has been tendered to you by landlords and their agents.

I will now submit a few facts which conclusively prove to my mind that a land court to settle fair rents is absolutely necessary. There has been no adequate reduction made in rents, although the value of agricultural produce has fallen regularly during the last 17 years. I do not deny but that discounts have been allowed from rents, and also that rents have been reduced on many estates; but it is a patent fact that if the whole of the Principality is taken, the reduction and discounts combined have not been commensurate to the fall in agricultural values. And I submit that 17 years is a sufficiently long period to test what we are to expect in the future from voluntary arrangements upon this question between landlord and tenant. I therefore fear that there is not the slightest prospect of a satisfactory settlement, but by a land court; and I will say more, I am quite convinced that nothing but an Act of Parliament will place matters upon a satisfactory basis.

I will now refer in the first place to the price of *Corn*. The most reliable evidence upon this point are the tithe averages. Their correctness is admitted by all. Now, what do they show? That there has been a continual fall in prices, and that without interruption, during the last 17 years, and this I will give you in figures. In the year 1877, the average price of wheat was 6s. 8½d. per bushel; of barley, 4s. 10½d.; and oats, 3s. 3½d. Their united values were 14s. 10d. In 1878, their united values were 14s. 8½d.; in 1879, 14s. 4½d.; in 1880, 13s. 11½d.; in 1881, 13s. 5d.; in 1882, 13s. 2d.; in 1883, 12s. 10½d.; in 1884, 12s. 2½d.; in 1885, 11s. 8½d.; in 1886, 11s. 4½d.; in 1887, 10s. 11½d.; in 1888,

Chairman—continued.

10s. 6d.; in 1889, 10s. 1d.; in 1890, 9s. 9½d.; in 1891, 9s. 9½d.; in 1892, 9s. 7½d.; and last year, 9s. 6½d. On the whole, the reduction has been from 14s. 10d. in 1877 to 9s. 6½d. in 1893, a reduction of 5s. 3½d., say 5s. 4d.; in the united values of bushels of wheat, barley, and oats. The fall per imperial quarter of each was as follows:—Wheat, 25s. 4d., barley, 12s. 2d., oats, 8s., total 2l. 5s. 6d. In the Welsh hobbet the fall has been—in wheat, 8s. 5½d., barley, 4s. 0½d., and oats, 2s. 8d., total 15s. 1½d.: and I fear we have not quite touched the bottom yet.

I will now ask, What prospect is there of a rise in prices? We shall never have a return to protection; and if it was seriously attempted and effected by any government, it would, I have no doubt, be productive of a revolution in the country. I admit that this reduction in values is the result of foreign competition. But is there any prospect that competition will be less intense in future? I think not; as the amount of all corn which is imported to this country is on the increase. In 1878, 59,691,588 cwts. of which were imported into this country; in 1892, the importation increased to 95,604,589 cwts. The barley imported in 1878 weighed 14,156,919 cwts.; in 1892, 14,277,304 cwts. There has been scarcely any increase in the importation of barley during last year, as it was an unfavourable year in the seed countries. But it rose to 21,305,350 cwts. in 1888, and in 1891 it was 17,465,698 cwts. The oats imported in 1878 were 12,774,420 cwts.; in 1892, they weighed 15,661,394 cwts. A further increase may be expected also from other countries in future years, when additional facilities of transfer are completed. The continued increase in the imports makes it therefore appear quite improbable that prices will improve in this country.

Stock has also fallen quite as much as *Corn*; and there is no likelihood of a permanent rise in prices, as the imports of live cattle, meat, and fish are rapidly increasing. The number of oxen, bulls, cows, and calves imported in 1878 were 253,462; in 1892 they numbered 502,237. The quantity of meat imported in 1878 was only 145,891 cwts., but in 1892 it arose to the enormous quantity of 1,850,539 cwts.; and the quantity of preserved meat rose from 439,900 cwts. to 799,501 cwts. within the same period. The fish which were imported in 1878 weighed 995,933 cwts., whereas they increased in 1892 to 2,550,617 cwts.

It appears therefore certain that our imports under these heads will continue to increase even more rapidly than our population, and that therefore there is no probability of better times for the British farmer from these sources. Such may happen occasionally, I admit, for a season, when the harvests in foreign countries have been bad, but I maintain that no permanent rise can reasonably be expected.

Wool and *Sheep* have also decreased greatly in value, as will appear from the following quotation from a letter which I received last week from a person living in a mountainous district in North Wales who is thoroughly acquainted with

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Mr. T. GEE.

[Continued.]

Chairman—continued.

the facts:—"Wales (he writes) is essentially a sheep farming country. The income to the farmer generally from sheep is greater than from any other class of stock. The great reduction that has taken place within the last 20 to 23 years in a branch of this important source of revenue to the farmer has doubtless affected him more seriously than anything else. About the period referred to, wool in this neighbourhood was sold from 1s. 10d. to 2s. per lb. During these last years, wool has been sold from the same farms, and from as near as possible the same class of sheep, at from 8d. to 9d. per lb. Not only is the wool more than 60 per cent. lower, but the sheep themselves are fully 20 per cent. cheaper. These combined facts account to a great extent for the present ruinous condition which so many of our hill farmers are in. Rents in a great number of instances were re-adjusted when those high prices were prevailing; and in most cases they have been adhered to, with the exception of a 10 per cent. abatement, notwithstanding the enormous reductions that have taken place in the class of stock which these farmers are almost solely depending upon." Those are the views of my correspondent. Now, how do the importations of this article stand? In 1878, the sheep, lamb, alpaca, and llama wools which were imported was valued at 23,128,234*l.*; in 1892, they rose to 27,057,379*l.* Again, woollen manufactured articles to the value of 5,934,748*l.* were imported here in 1878, but they increased to 9,839,524*l.* in 1892. We find a considerable increase in our imports under this head again. The new American tariff will most likely affect the price of wool in some degree; but the advantage which the general farmer in Wales will derive from it will, I fear, be very trifling.

Where else shall we turn for a ray of sunshine? It may be asked whether the efforts which are now made to improve the manufacture of butter and cheese in this country, and the scientific lectures on agriculture which are delivered in connexion with our colleges, will turn the tide? I fear not. It is generally admitted that there are two classes of farming which do not pay; poor farming, and high class scientific farming. Both have failed. It is the ordinary good farming of the country, where farmers have also applied the purely practical suggestions of scientists, and where they have not been hampered with absurd and annoyingly restrictive agreements, which has held its ground best in the face of the tremendous competition they have had to contend with during the last years. Our farmers have, in years gone by, been advised to take lessons upon farming from Scotchmen who were appointed agents upon several estates in this district; who, in this capacity, by having to supply the mansions with all necessities—at remunerative prices of course—were able to show satisfactory balance sheets to the landowners. Many of them, however, for some reason or other, took to farming on their own account, and no doubt secured good farms for themselves; but, with scarcely an exception, they failed to make two ends meet, and left the country.

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Chairman—continued.

Neither does there appear to be any prospect of relief to the farmer from a reduction in rates and taxes, as it is contended by some who are considered authorities upon the question,—whether rightly or wrongly, I will not at present enquire—that the charges upon land are less than they should be.

The last source, from which relief is expected by some parties, is the abolition of tithe. But tithes are national property, and form the first charges upon the land; and most certainly will not be abolished. There is, therefore, no relief to be expected from this source.

Another very important question which should not be forgotten while dealing with this question is, that labourers' wages, and the charges which are made by mechanics, have increased considerably during the last 18 or 20 years; and which, I am informed, amount to from 15 to 20 per cent. more than they used to in former years.

The other expenses which a farmer is liable to vary but little, whether the prices of produce be high or low, or whether the yield be inferior or good. But it is far more difficult to make a farm pay with low prices and low rents than with high prices and high rents; and it is surprising to me how our farmers have been even able to exist under present conditions. The proof of this state of things is easily to be seen in the enormous amount of property which has been offered for sale this year, and the number of farms which are advertised to be let. I am rather an old man—but do not remember anything equal to it.

I think I have now travelled over the whole ground, and that without discovering a ray of hope of better prices—at least, such as can be depended upon. I am therefore compelled to look for relief in a compulsory revision and reduction of rents, based upon the value of agricultural produce in the markets of the kingdom—such a reduction as will be fair to landlord and tenant alike, and decided by an impartial tribunal which I will call a Land Court, to which either landlord or tenant, or both, may appeal to settle rent, and any other questions which may be in dispute between them. If I am asked why? My answer is, that no other arrangement appears possible. One of three changes must take place:—either prices must improve greatly, or agriculture and the whole body of farmers must go to the wall, or rents must be permanently reduced. One or other will surely follow. But, as I have endeavoured to show, prices are not likely to improve; and as agriculture is by far our most important industry in many respects, it cannot, and will not be sacrificed. Agriculture must be encouraged, or Britain will become bankrupt. We are therefore compelled to seek the relief which we are enquiring for in the compulsory reduction of rents.

I am not asking, my Lord, for the very liberal conditions which Pharaoh, the King of Egypt, granted to the Israelites who were his tenants about 3,600 years ago. He gave them their first seed to sow their land with free of charge; and was satisfied with a fifth part of the

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produce as rent; the four remaining parts would be their own for seed, for food, for the food of their household, and for food for their little ones. These were Pharaoh's conditions, my Lord—a fifth of produce as rent, and four-fifths for the tenant farmers themselves. I am not asking for these terms; but simply for fair rents, according to the modern ideas of fairness in these hard times. Neither do I advocate a system of loans from Government to enable tenant farmers to purchase their holdings. This will only reproduce the same conditions as are complained of at present. Large capitalists will purchase the tenants' interests, and we shall have land again in a few hands.

I have advocated a compulsory reduction of rents in case either party should apply to the court. My reason for using the word "compulsory" is this. That we have now passed through 17 years of depression without reductions being made which are proportionate to the fall—to the steady and continuous fall—which has taken place in agricultural values. I submit that 17 years is a sufficiently long period to test what I will call "the voluntary system;" and although it is a complete success in other connexions, it has turned out to be a lamentable failure in this, as will appear from the following figures, which have been taken partly from the evidence given by Mr. Thomas Ellis before your Commission at Bala. They show the increase which took place in rents between 1815 and 1880, and also the reductions which were made between 1880 and 1890. I wrote to the Inland Revenue Office for the figures for 1892, but have not yet received them; and therefore must content myself with the figures for 1890. It appears that the whole rental of Wales in 1815 amounted to 1,932,000*l*. In 1889, when rents reached their highest point, they amounted to 3,273,191*l*.; which shows an increase of 70 per cent. In the year 1890 they fell to 3,127,398; which shows a decrease of less than 5 per cent.—or in other words, the reductions which have taken place in rents in Wales only amount to 5 per cent.

During the same period rents in England only increased 13 per cent.; while in Wales they increased 70 per cent.; and from 1880 to 1890 they fell in Wales 5 per cent. only, while they were reduced in England by, I think, 20 per cent. I am not quite sure of this rent figure, as I do not recollect the figures given by Mr. Ellis.

There is another fact which I wish to call attention to in connexion with the discounts which are allowed so generally. The tenants do not receive any advantage from them in a reduction in the amount of their rates; as they have to pay rates upon their actual rents.

With these important facts before us, I again repeat that it is perfectly clear that voluntary reductions, or in other words private arrangements, cannot be depended upon in the great majority of cases, as I will show further on; and I therefore cannot avoid arriving at the conclusion that the only hope we have of saving the agriculture of the country, and of protecting our farmers from insolvency, is this—that an impartial

Chairman—continued.

tribunal be empowered to settle fair rents and other questions which may arise between landlord and tenant; which either, or both, may wish to have settled or confirmed by a court, which will be empowered to enforce its decisions.

FIXITY OF TENURE AND COMPENSATION FOR IMPROVEMENTS.

I will couple these two conditions with the view of saving time. These are quite as necessary as fair rents. Without fixity of tenure, and full Compensation for Improvements, the farmer cannot be expected either to invest his capital in his farm, or make the best of his holding—and cannot therefore increase his produce—both of which are essential to his own success and the prosperity of the country generally. Who can throw his energy into his farm if he is liable to have his rent raised on his own improvements, and upon the investment of his own capital, and liable also to be ejected under a six or twelve months notice to quit, and have his whole plans for life disarranged—sometimes without any reason whatever being given, and occasionally upon the most paltry pretext. The agreements *which can be imagined* which there are on some estates practically reduce farmers almost to the conditions of serfs. No liberty is allowed them to cultivate their farms as they think best; and they are obliged to allow their crops to be destroyed by game without compensation. On many estates, the game is rented to strangers, and the tenants dare not protest either against the quantity of game preserved, or the way in which their fences are trodden down by keepers, &c. I have heard of farmers being obliged to allow game to fall upon their shocks of corn during harvest without disturbing them; and tenant farmers have been prohibited from using machines to cut their corn lest they should kill or cripple the game. Game on other estates are reared by the landowners themselves in immense numbers, supported in a great measure by the tenants' crops, and sold to dealers in the English towns. I was told by a farmer this week that rabbits are sent in large numbers at a time from his farm; and that he is now under notice to quit because he protests against this treatment—after expending a thousand pounds upon his holding. Keepers are almost supreme; and on some estates they are more feared than the landlords themselves. They carry everything with a very high hand, and destroy the farmers' and cottagers' dogs and cats frequently, even without notice—and they must submit without a grumble. They dare not complain, as the keeper has the ear of the squire. Hundreds of very valuable sheep dogs have been destroyed in this way, which were indispensable for the farmers business. If game is scarce, whatever may be the cause of it, the farmer has to bear the blame, and take the consequences; and he frequently loses the confidence and good feeling of his landlord. There are other influences which are too often brought to bear upon the position of the tenants upon some estates which I will not mention; but which are anything but creditable to

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those concerned. All these facts, and many others which may be named, show how important it is that tenancies should be fixed so that no farmer can be disturbed if he respects fair and reasonable statutory conditions. And when he does leave he should be paid for all his improvements according to their real value at the time he quits his holding—and not according to the provisions of the Agricultural Holdings Act.

I have also stated that full Compensation for Improvements, and those decided by a land court, should be one of the conditions. I have used the word *full* advisedly, as nothing less will restore confidence, and stimulate tenant farmers to make the best of their holdings. The late Sir James Caird stated some years ago, and he was admitted to be a great authority, that the land of this country had been increased in value by the tenant farmers' alone, between the years 1857 and 1875, to the amount of 331,000,000*l.*, and that the owners had only contributed 60,000,000*l.* of that enormous amount. With fair and reasonable conditions, I have no doubt but it will continue to increase. Either Sir James Caird, or some other eminent person, made a remark to this effect also, that with favourable conditions and good farming, the value of the agricultural produce of this country might be increased by 100,000,000*l.* annually; and if so, that we should derive a greater benefit from this increase than from all our colonies. Corn was then much higher than it is at present. Whether this estimate was correct or not, I cannot say, but there can be no doubt of this—that with just and liberal terms the produce would be greatly increased, and very great advantages would result to the country generally. The Agricultural Holdings Act and the Ground Game Act are of very little practicable value in Wales.

I will just say one word more upon this point. The railway companies should be compelled by Parliament to carry the British farmers' produce at the same rates as the foreigners' produce. I have now finished my remarks upon this question, and trust that I have proved to your satisfaction that nothing less than a land court, which will be empowered to fix a fair rent, with fixity of tenure and full compensation for improvements, will meet the case of the tenant farmers of Wales.

THE LABOURER.

It is an acknowledged fact that labour is becoming more scarce in the country, and that farmers find it more difficult than formerly to harvest their corn, and cultivate their land. Many of the best men are continually drifting to the mines and to the towns, and emigrating also to foreign countries.

While farmers are complaining of the want of labourers, the towns, on the other hand, are complaining of a surplus labouring population. It is true that higher wages are obtained in the mines and towns, and that a town life has many attractions which are not to be found in the country; but the country has, on the other hand, many charms which the towns do not possess.

Chairman—continued.

This question, when it is considered in all its bearings, is of so important a character that it demands the special attention of all concerned, as it exercises a great influence upon the interests and prospects of the farmer.

Permit me, therefore, to ask what has been done by landowners, and what by Parliament also, to induce the labourers to remain in the country, and to induce the surplus labouring population of the towns also to return to the country? Absolutely nothing. This migration from the country to the towns is the natural result of the shortsighted policy which has been adopted with regard to the agricultural labourers.

What have many landowners done towards increasing the number of cottages, and improving their surroundings? Virtually nothing. They are getting dilapidated and unfit for human habitation; and numbers of them are simply heaps of ruins in almost every district throughout the country. And of those which are occupied, they are generally so small that the sexes cannot be separated; and they have scarcely any outlet which affords even a playground for the children. The garden, if any, is so small that it will not afford occupation for the father of the family when he happens to be unemployed for a day or two; and he has therefore no means of bringing up his children in habits of industry and thrift. As for a piece of land to cultivate or keep a cow, it is quite out of the question, and I am sorry to state that there does not appear in the present day a disposition on the part of many landowners to erect comfortable cottages with ample gardens and a little land for the convenience of the labourers, although they are indispensable to their tenantry. The landowners have also merged a vast number of small farms in larger ones with the simple object of saving expense to themselves—being totally oblivious of the fact that these small farms were the very hope of the best class of labourers. A young man who has been recently married would be willing to work hard and save a little money from his earnings, hoping thereby to be able at some future time to become a tenant of one of these small farms. But these are gone—and they have been disheartened—and consequently have left the country districts for the towns.

Permit me to ask, also, what has Parliament done for the comfortable housing and the preservation of the rights of the agricultural labourer? I can only give much the same answer to this question as the last. With the exception of the compulsory clauses of the Parish Councils Act, absolutely nothing has been done in this direction; and I think I may venture to state that the advantages which the labourer will derive from these clauses will be infinitesimally small. They are no doubt the best that could be carried through the House of Lords; but that does not reflect much credit upon either the foresight or the liberal views of that body, who depend so greatly upon the agricultural labourer.

I have stated that Parliament has done nothing for the labourer. I will say more: Parliament has actually robbed the labourers of their

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common lands, and handed them over to the freeholders; and up to the present time have allowed lords of the manors to lay their hands upon them, and take possession of houses which were erected by labourers upon them, and that by virtue of an office which has no public duties to perform at the present time, and in connexion with which subinfeudation was prohibited so far back as the time of Edward I. There was a piece of common at Gellifor, about four miles from Ruthin, which Mr. Cornwallis West's father took possession of as lord of the manor about 50 years ago. A number of cottages were erected upon the common; but he claimed them, and compelled those who had erected them to pay him sums, which varied from 10*l.* to 150*l.*, or lose them. I remember these facts distinctly, my Lord.

I again ask what has Parliament done towards bringing the uncultivated portions of the country within reach of the farmers and the labourers? Nothing. The history of Scotland is a disgrace to all concerned in this respect—and Wales is not much better. The Crown possessed formerly about 990,000 acres of land, but it has at present rights of various kinds over 364,000 acres in Wales—none, of which, it is true, are rented as sporting ground to a few millionaires, as is the case in Scotland. Our uncultivated land is under the control of the Woods and Forests, a large quantity of which, in the most favourable situations it would no doubt be possible to cultivate. There are also large districts of uncultivated land in the possession of private individuals which should be restored upon easy conditions to the State. These would afford outlets for many persons who are looking out for farms, both large and small, and would afford occupation also for a large number who at present form what is called the surplus population of the towns.

The general public have been deprived of their Rights of Fishing in the rivers and lakes of the country also. In former years they were free: but they have for some time been closed against the public; and permission from the riparian owners must be obtained—a permission which is sometimes difficult to obtain. I will name an instance which occurred rather lately in connexion with the conservancy of this district, as a proof of the tenacity with which riparian owners cling to their rights. A few months ago a resolution was passed by a majority of the conservators of the Rivers Clwyd and Elwy, and their tributaries, that an application should be made to the riparian owners for permission to all persons who obtained tickets from the offices of the Conservancy Board to fish in the rivers on Thursday and Saturday afternoons. The application was made to 17 ladies and gentlemen. Two consented—two also promised to give tickets to persons who would apply for them; but the remaining 13 actually refused permission. And I maintain that these laws which I have referred to have deprived many of the inhabitants, and particularly the labourers, of some degree of pleasure after their hard day's toil, and are responsible also for a great amount of the drunkenness which exists in the country. It frequently happens that a labourer finds himself

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unemployed of a morning: but he has not a piece of land to cultivate; his garden, if he has one, is scarcely larger than his kitchen, and will not afford him employment. If he remains in the house he will be in the way of his wife and family; if he goes to the river, and throws his line upon the waters, he is taken up as a trespasser; and if he goes to the mountain to look for a rabbit he is taken up as a poacher. He has therefore only the highways and the paths of the district to walk about. Now a good labouring man does not wish to be idle—or even to appear to be unemployed. The only place which is therefore open to him is the public-house, in which habits have been engendered, in many instances, which have reduced many good men to a state of absolute poverty and ruin, and sown the seeds of drunkenness and immorality also in many a young family.

Under the circumstances which I have named, how is it to be expected that good and active men, in the prime of life, can be kept in the country? What surprises me is that so many should remain amongst us under such withering conditions. But this will assuredly go on, my Lord, until matters are thoroughly changed—and the results you can foresee. Land, it is true, has its rights—but it has its duties also. The latter are frequently ignored, but the former are always asserted.

It appears to me that these are the two great questions which specially demand attention—and they must be solved. I again admit that I am unable to see how this can be accomplished in connexion with the farmer but by the course which I have already chalked out. And if the labourers are to be induced to remain in the country, they must have better houses, larger gardens, and, in most cases, 2 acres or 3 acres of land attached, to enable them to keep a cow; and to bring up their families in habits of industry under their own superintendence, and thereby create an attachment in them during their childhood to an agricultural life. This feeling is not to be got by order. It must be worked into the nature of a child by his surroundings—by being placed amongst cattle and fowls, vegetables and flowers. The public rights to the rivers must be restored also; and the wastes and uncultivated land in each county should be transferred from the Woods and Forests Office to the county councils and parish councils—where they will be dealt with in the interests of the public by the best practical farmers, who know much better how to turn them to good account than the officers who have them at present under their control. In fact all the uncultivated land in the country should be brought under their control.

And last, but not least—the obsolete, and I might almost say, the iniquitous office of lord of the manor (judging from their past history) should at once be abolished, and that without compensation. The royalties should be transferred to the State to lessen taxation, and all the land which is under their control, whether it has been incorporated in their estates or not, should be severely dealt with by Parliament in the interests of the public in general.

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If these changes were made, enormous tracts of country would be opened up in almost every county in Wales and Scotland, and in many counties in England also, for encouraging young farmers who are looking in vain for farms, and good labourers also who are only able to find standing room in the rural districts at present.

I have heard it stated that farmers are living well. Before such a statement is repeated I would advise the person who makes it to pay an unexpected visit to a farmhouse when the family are at their meals, and he will find his mistake. I have read also in some English papers of a complaint which was made by some landlord that farmers' daughters have their pianos, and other amusements. I admit that there are some farmers' daughters who have pianos, and I am proud to acknowledge it. But if any young women in the country deserve such amusements, they do. They rise early, work hard, and in many instances sit down to a very poor table, and the majority of them without receiving any wages for their services but simply their clothes. Their labour is thrown heartily into the general concern—and I pity the man who can begrudge them such harmless and elevating pleasures. Many sons and daughters, who have even left their homes, frequently send remittances to assist their parents to pay their rents, not content with the assistance they have given them while under the parental roof. Without this assistance from their children it would be impossible for the great majority of our farmers to continue their holdings. Our mechanics and labourers fare better; are better clothed, have less troubles, and far greater enjoyments than many of the agriculturists of this country.

A reference was made, I believe, before your Commission at Bala, to proceedings which took place upon the late Sir Watkin Williams Wynn's estate, about 30 years ago, after the General Election in which Mr. David Williams, the Liberal candidate, was returned. This statement I am able to confirm. In the General Election of 1868, I heard the late Sir Watkin Williams Wynn charged publicly on the hustings outside this hall with raising the rents of nine of his tenants near Bala, because they could not conscientiously vote for the Conservative candidate in the previous election for Meirionethshire. Their names were Edward Edwards, Pengeulan; David Jones, Caergai; Richard Jones, Cefn Prys; Hugh Roberts, Bryngwyn; Ellis Jones, Prys-mawr; David Roberts, Garth isa; Robert Roberts, Cwm Tylo; Robert o'r Howel Jones, Llwyn gwern; and the tenant of Penybryn Coch. Five of his tenants were also ejected, because they voted for the Liberal candidate; viz., John Thomas, Pandy mawr; David Jones, Pentre Piod; Edward Ellis, Ty Cerryg; Edward Edwards, Bryn amlwg; and Peter Jones, of Merddyn mawr. In addition to these a highly respectable and harmless old widow, of 80 years of age was ejected from her farm because her son had taken an active part in that contest.

Chairman—continued.

These facts are taken from the printed reports of the speech which was delivered at that time; and I heard Sir Watkin challenged to deny the facts if he could; but he even did not make the attempt.

At Mold another circumstance was mentioned by Mr. David Jones, of Maesttyddyn, Clocaenog, formerly, which shows the nature of the influence which is brought to bear upon landowners on behalf of Churchmen who are in want of farms. It was to this effect: The Rev. Mr. Griffith, the rector of Clocaenog, wrote to Mr. Jones to endeavour to persuade him to leave the Nonconformists, and join the Church. He promised him if he would only do so, and if he wished to change his farm, that he would get him the best farm in the Vale of Clwyd, or in any other part of England or Wales. This letter was sent to me by Mr. David Jones, and I have spent a long time in searching for it, but have failed. But the facts are as stated by him. You may rely on the facts, and I will make another search, and if necessary will send you the original letter.

Some years ago a clergyman living not far from Denbigh was pressing a Conservative landlord to allow a Churchman to have a farm which was about becoming vacant. He knew there were others applying for it. But the clergyman was most persistent in his application; as his favourite was a Churchman and a Conservative; and he used his influence with his landlord also. At last the agent told him that what he wanted was a good tenant, and that the best farmer he could find would have the farm, whether he was a Churchman or a Dissenter, a Liberal or a Conservative.

I could name another case also of a similar nature which occurred very recently as a proof of the fact that every device which clergymen, and Constitutional agents and Primrose Dames can think of, are thrown into the scale against Nonconformists when applying for farms upon some estates. But if all agents possessed the spirit of fairness and sense of justice of Major Birch, who gave evidence yesterday, and another gentleman who was also in the room, there would be far fewer complaints amongst the farmers of the country than there are at present.

Upon some estates, for some reasons or other, the prejudice against Nonconformists is so intense that it is absolutely impossible to obtain sites for chapels upon any conditions. You have had several cases before your Commission, but I will name two more. At Pentre Llanrhaidr, a short time before the owner of Llanrhaidr Hall died, I applied for a small piece of land to erect a new chapel at Pentre. The friends there had an old chapel, to which was attached a house—both of which were good buildings, which they were anxious to avoid pulling down, as they were worth about 300%. But the owner refused, although he had abundance of land close by; and the building was pulled down, to the loss of the congregation,

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10*l.*, 12*l.*, and 15*l.* One left the farm as his landlord refused him a reduction. But he reduced the rent to the new tenant to the amount of 5*l.* 10*s.* This is unfortunately the case upon several estates. The sitting tenant will receive no consideration, either in repairs or in a reduction of rent; but the rent is reduced to a new tenant, and adequate repairs are given.

In five out of the number no *Discounts* whatever have been allowed. The discounts on the other 25 cases ranged from 5 to 15 per cent., in some cases for one year only, but in a number of cases for several years.

Six of the tenants have suffered no actual *Losses*. In five of these cases there were no children; but in one case five children—their ages varying from 25 to 40, all without wages. Twenty have suffered losses as follows—of 140*l.*; 150*l.* annually for five years; 80*l.* the last three years; 150*l.* in two years; one says “many hundreds”; 20*l.* per annum for four years; 25*l.* in last and present year also; 150*l.* in last three years; 40*l.* last year; 86*l.* in last two years; 100*l.* last year; 50*l.* per annum on an average; 100*l.* last year, and lost in former years also; 140*l.* one year, but the landlord sympathized with him, and it was made up; 50*l.* for the last four years; another 250*l.*; and another also lost 150*l.* a year for the last four years. Six have lost, but kept no accounts. One lost heavily, and left his farm.

Fourteen have no children. Three have children who are too young to assist. Twelve have children who assist. One has three of 20, 23, 27 years of age; three of 21, 23, 24; one of 26; two of 22 and 24; three of 16, 18, 21; six from 18 to 29; three of 30, 32, 34; five from 25 to 40; seven all working, but ages not given; three, the youngest about 20; two of 34 and 36; and three who assist, but ages not given. They are nearly all able to do a good day's work, and they do work in earnest as a rule. Of the 12 who have children who assist, five answer the question of wages with a *No*—no wages. Seven make their living. One writes, who has three sons, and who pays nearly 200*l.* in rent, “They get only food and clothing, and ‘they are worse clothed than the servants.’” Another also writes, who has three, and who pays between 70*l.* and 80*l.*, “I provide food and clothing for them, and that is all.” Another, who has six, and who pays 200*l.*, and tithes 7*s.* per acre, writes, “They work like slaves, but ‘are not clothed as they should be and their ‘shoes are worse than their clothes.’” Another, who has three, and who pays about 200*l.* in rent, writes, “They get food and clothing, and a ‘promise that I will not forget them when I ‘leave them.’” Another, who has five, and pays upwards of 100*l.* in rent, says “They have food and clothing only.” Another, who has seven upon a farm of about 120 acres, says “They get food and clothing, but are worse clothed than labourers' children.” Another, who has three, and who pays upwards of 150*l.* in rent, gives “them food and clothing only.”

Those are the facts, my Lord, upon which I leave the case of the farmer and labourer, and

Chairman—continued.

I venture to say that neither the one nor the other can continue under the present conditions; and that nothing less than thorough measures, in every sense of the word, will enable this country to get out of its present difficulties.

Lord Kenyon.

64,005. You have given a very lamentable picture of the agricultural depression with regard to this schedule which you have handed in to us. Are these 40 farms on different estates?—Thirty farms.

64,006. The 30 farms you sent to, I mean?—Yes, they are on different estates; and I sent them the circular indiscriminately. I asked some person who knew the country better than I did to give me the addresses of a number of farmers, and I sent them according to his list.

64,007. They would be, in your opinion, representative farmers of the district?—I think so.

64,008. They are very vague as to the acreage of their farms, I see?—The acreage of their farms, as they appear upon the schedule, is between two figures. I said, when I introduced the schedule, that the actual acreage was not stated lest they should be traced.

64,009. I thought it was curious that a man did not know his acreage nearer than between 70 and 90 acres?—That is the reason, my Lord.

64,010. The rent in the same way?—The rent in the same way.

64,011. I should like to know the estate where the farm was re-let at a reduction of 54*l.* to a new tenant?—In the heart of this Vale.

64,012. Can you tell me the name of the landowner?—I have no objection. It is a farm near Plas Coch.

64,013. You said the old tenant left, and the new tenant received a reduction of 54*l.* in the rent?—Yes, quite so.

64,014. You say the children are very badly clothed. Do you think the farmers' daughters that you see in Denbigh are very badly clothed?—When you see farmers' daughters in Denbigh they are in their best. But if you saw them at home, as I have seen them, I am sure it would touch your feelings.

64,015. They are tidily clothed, are they not?—They are, but they deserve very good clothing.

64,016. I do not for a moment say they do not; I do not attack them?—A young woman does not wish to appear in her *deshabillé*.

64,017. You gave a very piteous account of the clothes that they wear?—I beg your pardon. It is not my picture, my Lord. It is a picture drawn by their fathers.

64,018. Yes, as presented by you to us. You gave us some extracts from different places. Apparently agriculture has been very much depressed for some time?—It has.

64,019. I think you had a farm near Whitchurch, had you not?—I had.

64,020. Which you held on a lease from Mr. Hughes, of Kinnel?—Yes.

64,021. It was near a churchyard was it not?—It was.

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[Continued.]

Lord Kenyon—continued.

64,022. Did they apply to you for a piece of land to make an addition to that churchyard?—They did.

64,023. How much was it?—An acre and a half.

64,024. Did Mr. Hughes reduce the rent proportionately?—He did.

64,025. Did you put in a claim for loss of profits?—I did not put in a claim; but I asked a person to estimate what I should be paid, because that land was under a lease. It was the nearest piece of land which we had to the farmhouse; and, besides, the field was only about $2\frac{1}{2}$ acres in extent, and the remaining acre was of very little value after the other $1\frac{1}{2}$ acres were taken. But I put no price upon it. Mr. Clough, the auctioneer in Denbigh, was the person who valued it.

64,026. How do you account for loss of profits?—I asked Mr. Clough to put the price upon it, and left it to him.

64,027. If agricultural depression was so rife, how can there have been profits?—The rent of the farm generally is no indication at all of the value of the field nearest to the house, particularly when it is cut up in two, and half of it taken away. It was not my business to decide the question. If Mr. Clough had said it was only worth 10% I would have taken it. I left it in his hands entirely.

64,028. I believe the value was about 3*l.* an acre, was it not?—No; it was not 2*l.* an acre quite, taking the farm altogether; but I would not have taken for that piece of land 5*l.* an acre.

64,029. What you got was somewhere about 60*l.*, was it not?—Yes, it was.

64,030. Did you sell the unexpired portion of the lease?—I did, my Lord.

64,031. Why?—Simply because I wanted to collect things together as far as I could, as I am getting old.

64,032. You give no other reason?—I have another reason, and which was the principal reason for retiring from the farm. I have a conscientious objection to the existence of an Established Church, and therefore to the payment of tithe, but under restraint and sale. Under the last Act, tithes are to be paid by the landlord, and are charged by him upon the tenant. I was therefore unable to protest against the existence of the Establishment by refusing to pay tithes—as it would now assume the character of a quarrel between me and my landlord. As he had treated me liberally, I did not wish to have any unpleasantness with him, and therefore rather than pay tithes without a protest, I preferred to retire from the farm.

64,033. Well, Mr. Gee, why do you say that high class farming does not pay?—Because it does not.

64,034. Do you know Mr. Hughes, of Ystrad farm?—I do, my Lord.

64,035. Does that farm not pay?—That is very good farming; but it is not what you call

Lord Kenyon—continued.

scientific farming, such as scientists would consider as such. It is really good sound strong practical farming.

64,036. I doubt if any farming could be better than the way in which that farm is treated?—I maintain that Mr. Hughes' is the very farming which pays.

64,037. Do you not call it high class?—I do not call it anything further than thorough good farming.

64,038. What I want to know is what you mean by high class farming?—Scientific farming.

64,039. You mean treatment of people's theories?—I do.

64,040. I understand by high class farming, the very best class of farming?—I say that that is the very best class of farming. I have said thorough good farming such as the best farmers in the country practice—introduce every practical improvement—and this is the farming which pays. If you will read my evidence you will see I have stated that to be the case.

64,041. You gave me a different impression when you said high class farming did not pay?—I had no intention of giving you a wrong impression.

64,042. Then with regard to labourers and cottages; is not the labourer better off now than he has ever been?—I was then speaking of the cottages.

64,043. Is he not better off himself?—As to wages?

64,044. Yes?—Yes, I have no doubt but he is.

64,045. He can buy his food cheaper than he could at any other period of the century, I should think?—Yes.

64,046. Then as to cottages?—The cottages in this district are poor.

64,047. Do you speak of the whole of Wales?—No: not of the whole of Wales, only the particular district with which I am acquainted. I do not know of any landowner during the last 20 years who has erected good cottages for his labourers, excepting Mr. Hughes, of Ystrad; and Mr. Hughes, of Kinnel, erected two cottages near Cotton Hall. I do not recollect myself—I would admit it at once if I did—of cottages being erected by any landowner in this neighbourhood excepting by those two gentlemen.

64,048. I suppose as a practical man you know that cottages are a very bad class of property to the landlord?—I have no doubt they are; but the landlord has to protect his property through the labourer.

64,049. Your theory is quite right, I think, but as a matter of fact they require a lot of capital, and they bring in a very small amount of interest?—I admit that such is the case.

64,050. Who is to build cottages if the landlord does not, and the State does not?—If the landlord does not build cottages we shall have no labourers.

64,051. If the landlord has not money enough to do it, who is to do it?—That is not our fault.

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Lord Kenyon—continued.

If the landlord desires to protect his own land he should provide good cottages. If he cannot do it, of course no one is responsible for that but himself.

64,052. My point is, who is to do it?—That is the question.

64,053. Your land court will not do it, will it?—I beg your pardon. If you purchase land, under a land court, at such a price as will enable the tenant farmer to borrow money to build cottages, and to pay interest upon the outlay, of course a land court will do it.

64,054. You think the tenant farmers will build them under those circumstances?—If he gets his farm on those conditions, that he is to provide cottages, and that surely would enter into the estimate of the value of his farm, he would do it.

64,055. Do you think it is a satisfactory thing that the farmer should lease the cottages to the labourers?—Lease the cottages?

64,056. That the farmer should be the landlord to the labourer?—I do not mean to say that the farmer is the labourer's landlord as a rule; but if a farmer builds the labourer's cottages, and he is responsible for the interest of the money which is borrowed under a land court, then of course the farmer should become the landlord.

64,057. Do you think that would be satisfactory?—I think it would, and I will give you my reason. If the labourer takes a cottage, and he becomes the tenant of the landlord, or of any other person, if he does not satisfy the conditions of the farmer, the farmer would have no control over him.

64,058. You said more small farms were wanted. What size farms do you mean by that?—Any sizes which would act as inducements to labourers to come back into the country, where they would have a chance of improving their position.

64,059. I think we have had very nearly every landowner, and certainly every agent in this part of the country, saying that they approve of small holdings, and each labourer having a certain amount of land. I am very glad to find that there is an inclination in that way, but many of them tell us that the people the worst off are farmers of about 40 or 50 acres; they have to keep a team of horses, which is more than they require?—That may be so. But I believe myself that with farmers of the country generally, different sizes of farms are productive of much good; but the small farms merged into large farms have really deprived the labourer of any chance of improving his position. A young man, when he gets married—I do not know whether you are married, my Lord, or not—but when I was married I was anxious to improve my position, and I did my best to do so. A young man when he gets married is anxious to do the same, and he will save every penny he can, he will also work hard and late to do so; but if he finds he cannot get a cottage with a little land, and he cannot get a farm of 10 or 15

Lord Kenyon—continued.

acres where he can employ himself when he is without work, it breaks his heart, and he says, "There is no chance of improving my position," and off he goes. It is that class of labourers we want to keep in the country, the good men who are anxious to improve themselves.

64,060. Mr. Williams, of Glan Clwyd told me just now that he considered those men of about 40 or 50 acres were worse off?—He knows much more than I do upon these points, but I say there are many of these persons with 40 or 50 acres who are doing very well.

64,061. Do you really think there is uncultivated land in this country which could be profitably cultivated at the present time?—I think if it was handed over to practical men to deal with, rather than be dealt with by persons who have always spent their lifetime in a London office, much good would result to the agriculture of the country.

64,062. I see the cultivation in the hill lands of the country instead of going up is going down. Is some let at 1s. an acre?—I do not know of any land let at 1s. an acre.

64,063. The rent of the high mountain land?—Some of the mountain land, may be so.

64,064. I call that uncultivated land?—Is it that which is in the hands of private individuals, or in the hands of the Woods and Forests, or the lords of the manors?

64,065. Could it be profitably cultivated?—I believe a lot of it could be profitably cultivated.

64,066. You said something about Mr. Pennant refusing ground for a chapel. Did he not offer land for a chapel?—Yes, but it was in a very inconvenient spot, a mile off.

64,067. He said it was less?—It was really nearly a mile off.

64,068. Four hundred yards?—It is many 400 yards; I was told, after Mr. Pennant gave his evidence, that it was very nearly a mile away from the place where they wanted it.

64,069. He said it was less. Do you know the tenant of Felin Gadeg?—I do, my Lord.

64,070. He had a cottage and a mill, had he not?—Yes, he had.

64,071. How much land?—Between seven and eight acres.

64,072. Above Llansannan?—Yes.

64,073. What was the rent of his mill?—He had the mill and the farm, and I spent somewhere about 300*l.* or 400*l.* in buildings upon the farm. He had the mill and the farm for 35*l.* an acre.

64,074. Was that the original rent?—It was 40*l.* originally, and it had been higher than that before, but not to him.

64,075. His name was Cadwaladr Griffiths?—Yes. It was let at 40*l.*, and then reduced to 35*l.*

64,076. Did he get into arrears?—He did.

64,077. Did you distrain?—I did.

64,078. What did you get?—I will just give you the account, my Lord.

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Lord Kenyon—continued.

64,079. Tell me the sum you got?—I would rather give you the particulars; as it shows the case more clearly. In 1886 out of 40*l.* the rent he paid me was 27*l.* In 1887 he paid me 20*l.*, and there was 21*l.* in repairs. In 1888 he paid me 17*l.* 10*s.*

64,080. The rent being 40*l.* all this time?—Yes. In 1889 he paid me 21*l.* 16*s.* In 1890 he paid me 12*l.* and 1*l.* 6*s.* taxes which he had paid, and 10*l.* more. In 1891 he paid me 31*l.* 10*s.* In 1892 he paid me 12*l.* 6*s.* 7*d.*, when I distrained upon him. He had promised me many times over that he would come to pay me something on account. He was indebted to me 114*l.* 13*s.* 10*d.* at the time, and I accepted 25*l.* and let him go.

64,081. In full discharge?—Yes, in full discharge.

64,082. What was the average rent for such mills?—I do not know.

64,083. You do not think it was too high a rent?—I can only tell you that it is now rented at 35*l.* to a new tenant—the mill and the small farm together.

64,084. Yes, quite so; it all went together. You let it to another man for 35*l.*?—I did.

64,085. Did that man sub-let to Griffiths any portion?—I do not know. All I know is that Griffiths lives in the house, I do not know how long he is going to continue. When I saw the tenant last he told me Griffiths was going to leave in July, and I have never been there since.

64,086. Griffiths was in the cottage?—He was.

64,087. And the other tenant had the mill?—He was working the mill, but he was the tenant for both. He never asked me for permission to let it to Griffiths.

64,088. Did you take any further money?—20*l.* the first time and 5*l.* the second time. I told him he must pay 5*l.* more in consequence of letting the mill get so much out of repair.

64,089. You took 20*l.* the first time, and 5*l.* because he had let the mill go out of repair?—Yes.

64,090. When did you get the 5*l.*?—In the course of about two months or three months, after waiting for him many weeks after a promise. I was afraid he was going to leave.

64,091. Did you put the bailiffs in the house?—Yes, I put a bailiff in.

64,092. You are the publisher of the "*Baner*," I think?—Yes.

64,093. You have several times published articles and allowed letters to be published in your paper not exactly complimentary to the landlords?—I do not know. I do not know that there is anything which we have written ourselves that there is any necessity for me to withdraw or apologise for.

64,094. Whether you wrote it yourself or not, things have been published in your paper?—Everything which is published in the paper the editor and publisher are not responsible for. We state publicly that we are not responsible

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for the views of our correspondents. Our own articles we are responsible for and those alone.

64,095. Still you allow such articles as this. I will give you one which we have heard before: "The common idea of a landlord is a man who has the mouth of a hog, the teeth of a lion, the nails of a bear, the hoofs of an ass, the sting of a serpent, and the greed of the grave. The sailor knows well about the sharks of the sea, and the farmer knows well about the sharks of the land." You allow that?—As you say so, I have no doubt it has appeared, but I do not remember its appearing. I never saw it before it did appear. I fancy that was taken from some letters which were sent by a Mr. Edwards.

64,096. Mr. Oliver Edwards?—Yes.

64,097. Do you know Mr. Oliver Edwards?—Yes, I know him. He lives in South Wales.

64,098. Do you think that that is a true description of landowners?—I do not mean to say that it is. But I will tell you that there is a class of landowners who show no sympathy whatever with some of their tenants.

64,099. This is what this gentleman says of the Welsh landowners: "Some of the Welsh landowners are about the best men who ever wore shoes. They are kind and affectionate, and have shown their sympathy with their poor tenants in a substantial way. But it is surprising how few of these there are. It is almost as difficult to get hold of a white rook in Wales, or a white elephant in Bengal, as it is to find a kind landlord. It is necessary for a man to walk scores of miles over hills and vales, through the wilderness and the forests, past many a village and hamlet, before he will see the cheerful face of one of these characters. A kind landlord! He is a lamb amongst wolves, a Liberal amongst Tories, a John Howard amongst slave owners, a kind John amongst bums and scamps. A kind landlord! Let every child lisp his name, every maid sing his praises?"—I do not justify that, my Lord.

64,100. Do you not think exaggerated rubbish of this sort sows a great deal of dissension between landlord and tenant?—I have no doubt it may do. Very likely it does, but those are solitary cases.

64,101. There is a whole series of them?—There may be.

64,102. If he is a friend of yours, and you know him, can you not restrain him?—He might modify his language, no doubt; but he is very strong-headed. His letters are handed over to the editor and my principal compositors, and it is very seldom I read the proof of them.

64,103. There are several more—direct incitements to boycott. For instance, one of the 20th November: "And if the landowners and clergy are for boycotting, care will be taken to pick up the glove at once, and fight the battle in earnest. There is mention made of behaving towards some as if towards leprosy; perhaps

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"the Welsh can show the meaning of Mr. Gladstone's words when he refers to a people's 'right as to 'exclusive dealing'—to deal with 'whom they please.' Do you suggest that that is an editorial article?—I do not remember how it appeared: but there is no doubt about this, that Conservatives and Churchmen do boycott Nonconformist labourers. There is more boycotting on the side of the Conservatives than on the Liberal side.

64,104. How? Have you not shown that nearly all the farmers in this district are Nonconformists?—I mean to say the great majority of them are; but it is not simply because there is a liking for Nonconformist farmers they are appointed to farms, but because of the difficulty of finding Churchmen who will till their land. The Nonconformist farmers, I mean to say, as a body, are equal as farmers to any in the kingdom. As for boycotting, if you go to the shops in Denbigh, you will there see where the boycotting is. Boycotting is practised in all towns. I do not know of much boycotting on the side of the Liberals, but it is well known on the side of the Conservative.

64,105. Here is your incitement?—I do not remember that article, my Lord. Very likely it was in the correspondence. The very sentence at the close is itself a proof that it was amongst the correspondence, "If it be found 'that circumstances call for the national newspapers of Wales to join in the shout, 'To arms!' we believe the nation will rise as one 'man in obedience.'" No newspaper editor would write that article.

64,106. You say they are correspondents?—I do.

64,107. Here is another one. Is this an article or a correspondent? "They ought to have them," I suppose that is the farms, "for half their 'present rents. He that denies this, let him 'deny that the sun rises. Also there is need 'for more unity amongst us as farmers. We 'ought to stand out for a general reduction in 'our farms. And if any Judas happens to 'come to sight he ought to be chased out of 'the country." What do you mean by that?—Was that an editorial article?

64,108. I cannot say?—No more can I.

64,109. Well, it is your paper and not mine?—There are many things in every newspaper which no editor would be responsible for.

64,110. I am not sufficiently a lawyer to say whether you are responsible for them or not, only I suppose the tone of the paper is directed by you?—If I had had notice that these quotations would be referred to, I would have been prepared to meet them. I do not believe that cutting is from an editorial article.

Lord Kenyon.

64,110a. Possibly not—still correspondence. Then there is another little article that amused me. It must have been a letter: "At that time a

Lord Kenyon—continued.

"letter would be occasionally sent from the office of Dr. Gee, Dr. E. Pan Jones, and Dr. M. D. Jones—three old experienced doctors, who have spent years in the study of aristocracy. In those letters they called the attention of the people to the state of the aristocracy in Wales. It was little notice their letters received for years." I am glad you have been studying the aristocracy, Mr. Gee. That is from the "Baner" of 20th February 1889.

Chairman.

64,111. It is on page 3, in the first column, about the third paragraph?—It is not to be supposed that I should either write or allow my editor to write a letter of that kind, calling me Dr. Gee.

Lord Kenyon.

64,112. All I can say is it appeared in your paper?—I am not responsible for all that appears in the paper.

64,113. You have allowed an account of yourself to appear in the paper?—I never saw this quotation up to this moment.

64,114. It was in your own paper?—I do not wish you to suppose that I read all the paper through. I am very glad to find that some of you have been studying the "Baner" to such an extent. I was not aware that the "Baner" was so well read by your friends.

64,115. As Mr. Gee has studied the aristocracy, perhaps the aristocracy must study Mr. Gee. I will not trouble you any further. Will you send for the files of your paper?—For the year 1889—I will.

64,116. I mean to say if you are not sure that this occurred?—*(The witness gave instructions to a gentleman in court to search the file of the "Baner" for 1889.)* If I had had notice of these I would have been better able to meet them. I wish you to understand, my Lord, that I am not afraid to meet any matters which we are responsible for ourselves. I am not in the least afraid of it. See 64,

64,117. My only point is that I should prefer that you would take care that your correspondents do not sow dissension between class and class?—I only wish, my Lord, that you were at the editor's table for one fortnight.

Lord Kenyon.

Not I—at the "Baner."

Mr. Brynmor Jones.

64,118. Lord Kenyon has put to you some of these elegant extracts which I think were collected by Lord Penrhyn. May I ask this question, whether your policy in regard to carrying on your newspaper has always been to allow freedom of opinion?—Certainly.

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Mr. Brynmor Jones—continued.

64,119. Do you, as an editor of experience, think on the whole that it is conducive to the good of the community that even extreme opinions should find free expression in the press?—Certainly. It is conducive.

64,120. So that your instructions to your sub-editor are to decline responsibility—I mean moral responsibility—for the letters that may appear: but so far as is expedient, and so long as a letter is not libellous or indecent, to allow its publication?—Yes, exactly so. I wish to inform you that we do not hesitate to publish letters on both sides of the question. Our columns are open to our opponents as well as to our friends, and we allow the same liberty to one as we do to the other.

64,121. And comment is often made sometimes unfavourably in your editorial columns on the letters that appear in the newspaper?—Certainly.

64,121A. I do not think that Lord Kenyon quite grasped the meaning of this letter. So far as I can understand Mr. Edwards, I think in justice I ought to put this to you, whether he is not describing simply what the common idea is. He does not say it is his idea of a landlord; he says, “the common idea of a landlord is a man,” &c. Then follows a highly metaphorical description. I do not find that Mr. Edwards in this letter pledges himself to that being his opinion?—

Lord Kenyon.

He says it is surprising how few there are.

Mr. Brynmor Jones.

64,122. That is a very different thing. That is, it is surprising how few of the Welsh landlords are the best men who ever wore shoes. I should think that description is so hyperbolic with regard to any class of men that I should certainly say it would be surprising how few of them there are. I think I followed your able statement sufficiently well to get a general idea of the legislation that you propose, but I should like to be a little more precise, if you please. Do I understand you to advocate a Bill on the lines of the Irish Land Act of 1881?—Generally.

64,123. That is to say a Bill providing a court to fix fair rents?—Yes.

64,124. A bill securing fixity of tenure to the tenant, and free sale of his interest?—I have not said free sale. I said full compensation for improvements.

64,125. In lieu of free sale?—Yes.

64,126. That is what I wanted to know, because I find that in the Bill which was brought in by Mr. Thomas Ellis and Mr. Bryn Roberts in the year 1892 there is no provision for free sale of the holding as in the Irish Act of 1881, but there is provision for compensation for improvements?—I have forgotten what the provisions of their Bill were: but those are my views. I am in favour of full compensation for improvements rather than for free sale.

Mr. Brynmor Jones—continued.

64,127. The reason I was asking was this: is it not the case that there is some inconsistency in principle between giving fixity of tenure, and at the same time providing for full compensation for improvements?—Why?

64,128. Does it occur to you that there is inconsistency?—I do not see that the one is inconsistent with the other in the least.

64,128A. What I mean to say is this, that a farmer after he takes his farm could not be disturbed so long as he conforms with the conditions on which he takes it?—Quite so.

64,129. But supposing he was to leave his farm, he would have a right to compensation for improvements. Let us analyse that for a moment: supposing you have got fixity of tenure, that is to say, the tenant may remain on the holding as long as he likes, and as long as he pays the fair rent determined by the court, and complies with the statutory conditions. If he voluntarily leaves, on what principle do you make the landlord liable to pay him any compensation?—He would be entitled to compensation from the landlord or a new tenant.

64,130. Who would?—The old tenant.

64,131. That is sale, but you have excluded that?—Yes, but under free sale farms have been let in a manner which I think would be rather prejudicial to the fair interests of the landlords. Under the Irish Land Act I believe that a tenant farmer is obliged in the first instance to offer his farm to the landowner. He puts his price upon it; we will imagine that he says he wants 300*l.* for turning his back on the farm. He first offers it to the landlord, and the landlord says he will not give him so much. Then he, under the Irish Act, would be at liberty to sell his interest to a person who would give him the 300*l.*

64,132. Yes?—Now again, supposing he did not conform to the statutory conditions, and he was ejected from his farm, of course he would even under those circumstances be entitled to compensation for improvements.

64,133. But on what principle?—Upon the principle that he had improved the farm.

64,134. But supposing you admit that equal justice is to be done to the proprietary rights of the landlord, and to the moral rights of the tenant who has been improving, why do you give this unequal treatment. I do not know that I expressed myself quite clearly. It seems to me that you put this tenant in possession; he may go away whenever he likes, or break the statutory conditions, and get full compensation for his improvements, while the landlord can never get rid of his tenant or take his land so long as the tenant pays the fair rent and complies with the statutory conditions?—If he does not fulfil the statutory conditions he will, of course, be liable to be ejected; but if he is ejected he should certainly not lose all his claim to compensation for any improvements which he has made, simply because he has failed to fulfil the statutory conditions.

64,135. Just see the position?—We will take it that a tenant farmer is obliged to keep the buildings in repair; he pays his rent, but for

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some reason or other he does not repair his buildings; he has improved his farm immensely, he has drained the land, he has erected other buildings, but simply because he has not fulfilled one of the statutory conditions he is ejected:—Under your contention he would not be entitled to any compensation for his improvements.

64,136. Do not say it is my contention; it is only my contention *argumenti causa*?—I beg your pardon.

64,137. I am expressing no final opinion; I am only putting it to you *argumenti causa*. Is it not the fact that free sale of the tenant's interest is the logical consequence of creating the statutory tenancy?—I do not see that it is. The statutory tenancy is created simply as a protection to the tenant.

64,138. Not entirely?—I am speaking from a tenant's point of view now.

64,139. Yes?—It is created for the protection of the tenant, looking at the question from the tenant's point of view. He takes his farm; he has his rent settled; he goes there, where he is determined to spend his lifetime: but by some accident or other one of the statutory conditions is not fulfilled, and the landlord pounces upon him and ejects him. Do you mean to say it would be just to withhold from a tenant full compensation for his improvements, simply because he has failed to fulfil one of the statutory conditions? I do not think it would be just to the tenant.

64,140. Of course there are always provisions in this for relief against forfeiture upon proper terms, just as you find under the Conveyancing Act, 1881, and under the present leasehold system; accidental breach of the statute could be easily provided against. In the case you put it would be extremely unjust to deprive him of any compensation; but my argument is a little more far-reaching than any particular case of that kind. Let me put it again: under your proposed Bill the landlord loses all control over his farm; a man has got possession of his farm, the rent is fixed by the land court, the conditions on which the farm is taken and cultivated are fixed by law, the tenant may go on indefinitely till he dies, so long as he complies with the statutory conditions and pays the rent. Does it not strike you as a possible hardship to a landlord that at the end of this tenancy, the landlord having been deprived of all control, for it may be 20, 30, or 40 years, there should be any claim made against him whatsoever?—I do not think there would be any hardship in it at all, because he received his rent for the land, and the rent which was paid him was based upon the state of the land when it was taken, and also upon the prices of agricultural produce at the time. If there is to be a periodical revision of rents, that would be another question. Whether rent should be placed upon a sliding scale, or there should be a periodical revision of rents, the landlord would get his fair control over the farm, so far as any rise or fall in the rents would follow. But what other right has he to the

Mr. Brynmor Jones—continued.

farm so long as he receives his rent? When a tenant farmer takes a farm for 12 months, the landlord loses all control over it for that period.

64,141. Then your view is that the landowner's interest in the land upon the whole is nothing more than that of a rent receiver, but it is rather worse than that—a rent receiver subject to contingent liabilities?—I do not see myself that the landowner under the present system even for a single year is anything but a rent receiver. He hands over the farm to the tenant upon the condition that he pays him so much rent. If he reserves to himself the game, of course then that is a reservation, but if he does not reserve to himself the game, he loses all control for the year. Or if a farm is let upon a lease, the landlord loses all control over it during the term of the lease.

64,142. Then you would defend your position really, as I understand it, by saying this, that whenever the tenancy does end, and the landlord has to pay compensation, the amount that he pays has always been taken into account really in the fixing of the rent, and will be thenceforward taken into account by the court in fixing the rent?—Certainly. We will take a case of this nature: Supposing a tenant farmer after he has lived on a farm and made certain improvements there, dies. He has no relation who is going to take the farm; but his executors should be entitled to full compensation for improvements in that case.

64,143. I understand. Are you against all powers of alienation by the tenant?—If you will kindly explain your question perhaps I can answer it better.

64,144. By clause 13 of the Bill that I have referred to, power of bequest is given to the tenant among a limited class of persons, namely, "the person or persons entitled under the statute for distribution of the personal estate" and effects of intestates, to the personal estate "and effects of the deceased tenant." That means really to a member of his own family?—I would have no objection to that claim. I am referring to another case. Supposing he died without a family, and his other relations or his representatives felt no inclination at all to take the farm; then, instead of offering it to another person, he should be entitled to compensation for improvements. I think it is far more satisfactory to the tenant than according to the Agricultural Holdings Act. Let the improvements be valued by independent persons at the time when the tenant quits his farm, whether the improvements have been effected 20 years or 30 years ago. Whatever their present value may be, it should be paid.

64,145. Supposing a landlord were unable to pay the amount of the compensation awarded, would you make it a charge upon the estate, or how would you deal with the matter?—That is a condition of things which I have not thought of: but if a landlord cannot pay the amount of compensation it should be charged upon the estate.

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[Continued.]

Mr. Brynmor Jones—continued.

64,146. You see there are very small land-owners who let farms, as well as the very large landowners we are dealing with?—The compensation on small farms will be very much smaller in proportion.

64,147. But a farm may be equally big upon a small estate as upon a large one. The size of the estate depends upon the number of the farms?—Supposing an estate is mortgaged, I think the tenant's right to compensation for improvements should take precedence of the mortgagee's claims.

64,148. You would have that clause in the Bill as well?—I think that would be a fair arrangement; as whatever improvements may be made upon the estate, the mortgagee, if he sells, will have the benefit of them.

64,149. I think I now follow better the principles upon which you propose to legislate?—I have not had the pleasure of seeing this Bill you refer to until your Secretary sent me a copy; but will read it over. I have not had sufficient time to read it yet. I only glanced through it.

64,150. I follow your argument perfectly. I was only anxious to put to you what appeared to me to be important considerations on the other side. With regard to cottages, do you agree with what Mr. Lleufer Thomas says in his report, at page 116, with regard to the district of the Ruthin Union: "By far the greater majority of cottages in the district have only two rooms, either both downstairs or one down and the other, a kind of unpartitioned loft, upstairs. Each room contains, on an average, from 700 to 800 cubic feet. They are fairly well ventilated by means of windows which open, and of chimneys. The only complaint with reference to cottages—and it is a most serious one—is, that the accommodation and the number of partitioned rooms are utterly inadequate for the requirements of ordinary decency. According to the rector of Llandyrnog, where there is a room upstairs there are no partitions; beds cannot be partitioned off, so that even grown up children who have left the district, when they return for a visit, have to sleep in the same common open bedroom"?—That is very true.

64,151. Is that true?—It is, quite.

64,152. Then with regard to gardens, are there adequate garden plots attached to the cottages in this district?—No: there are but very few. There are, comparatively speaking, very few cottages upon estates; they are generally in the towns or in the villages, and the accommodation is very confined.

64,153. Have you considered the Housing of the Working Classes Act, 1890, at all? You said that Parliament had done nothing in this direction, but did you consider that Act before you made that statement?—I do not understand what you are referring to exactly.

64,154. The Housing of the Working Classes Act of 1890?—There is the control which the sanitary officers have over the houses of the working class. Is that what you mean?

Mr. Brynmor Jones—continued.

64,155. Yes?—Well, I have. Of course there is a certain amount of good done under that Act, but all that is done is to improve their sanitary conditions. There is no provision for erecting houses for the working classes.

64,156. Not in the rural districts?—No. You have lessened the number of cottages, but you have not erected any new ones.

64,157. You have had a good long experience of local government in different ways; are you in favour, on the whole, of entrusting to local authorities power to acquire land for building purposes?—Yes, I am.

64,158. You think you would trust your district councils and your county council with the power to acquire land for building cottages?—I think I would. They are very careful not to commit themselves to too great a degree. For instance, they have taken no action whatever in his county, as far as I can recollect. Applications have been made, but they were of such a nature that they did not see that they were at all feasible.

64,159. In regard to what you said concerning the rights of fishing, of course where a river is tidal the presumption is that every subject has a right to fish?—That is so.

64,160. Subject, of course, to any Act of Parliament; or to the orders of conservators under an Act of Parliament. Do I understand that in the Clwyd, and the other river that you mentioned, the adjoining lords of the manor claim exclusive rights of fishing even where the river is tidal?—I am not referring to the tidal portion of it. There is only a small portion of the Rivers Clwyd and Elwy which is tidal. That runs up about two or three miles from the sea.

Lord Kenyon.

64,161. About as far as Rhyddlan, is it not?—Yes, up to near Pengwern.

Mr. Brynmor Jones.

64,162. I think I saw some people fishing nearer Rhyl than Rhyddlan. Were they exercising that as a public right?—They are generally upon the sands, upon the foreshore. I do not think there is any objection there; but the riparian owners have rights along the Vale, up the Vale of Clwyd, and also up the Vale of Llangerniew.

64,163. Would you take away the existing private fisheries?—Certainly.

64,164. Without any compensation?—Unless the riparian owners paid for the privileges which they obtained. Public rights preceded the rights of the landowners.

64,165. On what principle do you justify taking that right, more than any other without compensation?—Because they never paid the country compensation for the rights which they took possession of. If they had paid for their rights, then of course it would be proper that they should be paid for them in return.

64,166. Most of the great estates, or a great many of the great estates, take their origin under

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[Continued.]

Mr. Brynmor Jones—continued.

grants from the Crown, purely and simply; they have never paid anything for them. That argument would be more far-reaching?—In those cases grants of the Crown should be withdrawn.

64,167. With regard to the management of the waste lands by the Department of Woods and Forests, has it occurred to you that one great difficulty in their way is the rights of the commoners?—The rights of the commoners are not extensive in this district. The commoners have rights however, but in many cases they might be restricted. There are other rights which should be considered besides the rights of the commoners. I am referring to what I stated, that there were in Wales upwards of 900,000 acres of land which were not cultivated in any way, which were in the hands of the Woods and Forests.

64,168. Are you in favour of enclosures, then?—No, not enclosures under Enclosure Acts, where the landowners in a district get possession of the common land.

64,169. We have had the evidence of one of the gentlemen from the Woods and Forests, and it is perfectly clear that the management of this Crown land is by no means free from difficulty. There are first the common rights, and then there are the squatters to deal with, and there is a considerable objection to the Crown exercising its rights under the Statute of Merton and enclosing, and you could not cultivate without enclosing?—As far as the Crown rights are concerned, if they were transferred to the County Councils or some local bodies, there would be a very different state of things.

64,170. Then you think the management might be given to some public body?—Certainly.

64,171. There is one other question I want to ask you; I do not think you said so, but I rather inferred from your reluctance to give the names to that schedule, that the tenants are afraid of coming before the Commission. Do you think that is so?—There is no doubt about it. It was simply because, as I explained, I saw the list, and found that there were so few tenant farmers who had volunteered to come forward, that I was induced to send those circulars; and in almost every letter which I received in return, at least in a large number of them, I was asked not to reveal their names.

64,172. They attend public meetings, I mean I have been to many many public meetings in Wales—good Radical meetings?—Oh, yes: they are very fond of Radical meetings.

64,173. I do not quite see the difference between them?—That is the case; they are really afraid of appearing here to give evidence, because the landowner or the landowner's agent would consider that any remark which they might make would be a reflection upon them. I do not mean to say they would evict them, but there are many ways of making it unpleasant for a tenant without evicting him.

64,174. I am much obliged to you for your evidence, and I am sorry I have had to trouble you at such length?—I am very glad if I have

Mr. Brynmor Jones—continued.

been able to give you any information upon these questions.

Mr. Griffiths.

I should have liked to ask you a few questions, but after the very exhaustive examination you have had, I think it would be unwise of me to occupy any further time.

Mr. Richard Jones.

64,175. You admit that rents are regulated to a great extent by competition?—That is unfortunately the case.

64,176. Is there any cause why the competition for farms should be keener in Wales than in England?—I think there is; because the farms in Wales are generally smaller than they are in England, and a farmer's son or daughter feels that such farms are more within their reach than the large farms of England.

64,177. Upon what ground do you suggest that there should be an interference between the landlord and the tenant to settle the question of rent?—Because every other means has failed.

64,178. Do you think that your remedy should also be applicable to farms in England?—I think so. What is just in one part of the country is equally just in the other.

64,179. But on your own showing the conditions are to some extent different, because you have shown by statistics that rents have advanced with a greater rapidity in Wales than they have in England, and they have not been reduced to the same extent?—That is so.

64,180. Under the conditions which you have suggested, do you think that the competition for farms in Wales would be keener: then, supposing there were a land court to fix rents. What would be the effect of legislative conditions of that kind, so far as the competition for farms is concerned?—There would be less room for competition then, because the tenant would have fixity of tenure, and the conditions of his tenancy would be such as would not necessitate a change of tenancy as often as it does in Wales.

64,181. No, but the desire of becoming a tenant would be as great, and perhaps greater, than ever?—Very likely, and there can be no objection to that.

64,182. How would you meet cases of that kind?—I do not see why they should be met. I do not see where there is any difficulty. You cannot increase the amount of land in the country, and you cannot increase the number of farms in the country, unless you can bring a good deal of this uncultivated land into cultivation.

64,183. Well, I was leading up to that point. You would not go so far as to say that legislation should proceed in the direction of sub-division?—No, I do not think that such is necessary. I think at the same time that there are certain changes in connexion with the ownership of land, which I will not go into at present, which

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Mr. Richard Jones—continued.

would naturally bring about a sub-division of large farms without necessitating much disturbance.

64,184. Do you think that under the conditions which you have suggested a sub-division of farms would naturally work out?—I do not see that there would be a sub-division of farms excepting in cases of large farms. If a man held a large farm under the court, under a statutory tenancy, and he felt that his son or daughter required a farm, he perhaps might make conditions with the landowner, which would be confirmed by the court, and which would enable him to transfer a portion of his large farm to his son or daughter, upon which they might erect a house and farm buildings.

Mr. Grove.

64,185. I am sorry to prolong your already long examination. I think you advocate that rents should be based upon the values of agricultural produce?—I do.

64,186. I suppose you are aware that on one or two estates at any rate that is already done?—I am.

64,187. Then as to loans to tenant farmers to enable them to buy their own holdings, do you consider that a farmer cultivating his own land would make more out of it than if it was not his own property?—If he held his land under statutory conditions under a land court there would be no necessity for his purchasing his farm.

64,188. You think that that gets over that point at once, because you say that you would not suggest that the State should lend money to those purchasers?—I would not: inasmuch as the land of the country would drift into the hands of millionaires gradually; and we should have the same difficulties to contend with again.

64,189. You think that would be the effect of it?—I do.

64,190. Then as to the royalties, I think you said royalties should be transferred to the State? I suppose you mean manorial royalties?—Yes, I was referring to manorial royalties alone.

64,191. One of our Commissioners put a question to you, and it was said that the erection of cottages was a bad investment for the landlord, but surely if it puts more labour on to the land, and improves the condition of the farm, and makes the land yield more by having more labour upon it, it ought to be a good investment?—Certainly.

64,192. You would not consider that interest on the money is the sole thing for the landlords to think about?—I should think not.

64,193. Then as to the powers of county councils; I think we are both chairmen of county councils. Do you think that matters which are now sent to London and made Parliamentary, such as railways, waterworks, and local matters, could be referred to county councils?—I think so, and that with considerable advantages in many respects.

64,194. You think the enlargement of their powers would really be useful?—I do think so.

Mr. Grove—continued.

64,195. And that it would save a great deal of money to the country generally?—And save a great deal of the time of Parliament as well.

64,195A. That it would save time and money all round?—Certainly.

Sir John Llewelyn.

64,196. Did I clearly understand you, Mr. Gee, just now to say that the Crown ought to withdraw rights that it has already granted to lords of manors?—Yes, I do think so.

64,197. Even where they have been bought and paid for?—They have been generally granted to lords of manors.

64,198. In bygone years?—Yes, in bygone years.

64,199. And paid for?—What have been paid for should be restored to the Crown upon a valuation, but those grants which have merely been inherited should be returned without compensation.

64,200. But those, I suppose, that have been inherited have been paid for in days gone by?—That is not always the case, but very frequently it has occurred that lords of manors have been granted rights without any payment whatever being made.

64,201. You think the Crown ought to set the example of recalling what it has already granted?—I think it ought: but these grants to lords of manors date back many years.

64,202. Yes, some of them. Ten years have been supposed to give security of tenure?—Yes, but such 10 years are 10 years for the discharge of the duties of an office which is obsolete.

64,203. You spoke just now of being in favour of statutory tenancy. Are not the conditions which you have named, of fair rent and fixity of tenure, obtained by lease?—Yes, frequently. But when a lease is taken you have not a valuation of the land which would give you a really fair rent. When a person applies for a lease, it is often very unwillingly given.

64,204. Is it unwillingly given?—It is unwillingly given.

64,205. We have had a good deal of evidence to the contrary?—I will just tell you a fact. When the sewage of the town of Denbigh was taken to the farm which I held, about a mile below the town, I wanted to get rid of the farm. I told the landowner's agent that the expenditure would be very great: and I did actually expend upon buildings and pipes to convey the sewage to the different fields of the farm, between 1,500*l.* and 1,600*l.* I applied for a lease, and the answer which the agent gave was that Mr. Hughes, of Kinnel, did not grant leases; but I told him the sooner he began the better. However, in the course of a month he came and offered me a lease for 14 years. I said 14 years would not answer my purpose; but if he would give me a lease for 21 years I would take it. I did not expect to live 21 years, but I thought if he would give me a lease for 21 years there would be some chance of getting some fair amount of my expenditure back, and at last he granted me a lease for 21 years.

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[Continued.]

Sir John Llewelyn—continued.

64,206. Then I may take it from you there are not many leaseholders in this country?—I do not think there are.

64,207. But have there been many freeholders?—There have been many freeholders—small freeholders, and large freeholders as well.

64,208. I mean many small freeholders in point of numbers?—Yes.

64,209. You gave us some very interesting figures with regard to the size of holdings within an area of 30 miles round here. A very large number of those, I observe, were quite small, takings of about 50 acres—the majority of them, in fact?—It is so.

64,210. I take it they would involve a much larger expenditure by the landowner upon buildings than comparatively larger farms?—That was the reason why many small farms were merged in the large ones. The owners did this with the view of saving expenditure in buildings.

64,211. Is it your opinion that it is to the advantage of the country that there should be a large number of small holdings?—It is.

64,212. To that extent Wales would compare favourably with England?—I think it does.

64,213. But it is not to the advantage of the landlord, who has to keep up those buildings?—I do not know that the expenditure upon buildings is very great; but if it is the rents of the small farms are, upon the whole, higher than of the large farms.

64,214. Do you think that would account for the rents having kept up more in Wales than in England?—I do not know. I do not know whether that is the case. It may be the case in a great measure: but the increase of rents up to 1890 in England was only about 13 per cent., whereas in Wales the increase was 70 per cent.

64,215. There is only one other question I wish to ask you arising out of your evidence; do you consider a sliding scale of rents could work?—I think it could work. But I do not think that should the scale be decided upon by actuaries, or such a body of men. If you could get a number of intelligent farmers, who really knew what would be the comparative expense of cultivating farms upon a low rent; and upon a low scale of prices, as compared with a higher scale of prices, I have no doubt that a sliding scale as a basis of rent would work satisfactorily.

64,216. You also spoke about the question of full compensation to a tenant, irrespective of the time at which the work was done?—Quite so.

64,217. Do you think that that ought to have no time limit?—I do not think there should be any time limit. I will just put a case to you, under the Agricultural Holdings Act: If a building is erected, in the course of 21 years the tenant farmer receives no compensation. That building in 21 years would not be perhaps 10 per cent. less in value, but the 90 per cent. remaining would be handed over to the landowner, simply because he is under the Agricultural Holdings Act.

64,218. Yes, that is certainly a very fair argument, I think, a perfectly fair argument so far as the unexhausted value of the improvement is

Sir John Llewelyn—continued.

concerned, but some improvements surely have a time limit?—But whether there is a time limit, buildings of course should be included in the valuation.

64,219. There is such a thing as a time limit?—Of course there is as to some improvements.

64,220. You would admit that there is such a thing?—Certainly, I do.

Chairman.

64,221. I am afraid I have a good many questions to put to you which are handed in by different gentlemen?—I shall be glad to answer them, my Lord.

64,222. The first questions are put by Mr. St. John Charlton: "Have not many chapel sites been given by Mr. Hughes of Kimmel, and have you experienced any difficulty in getting a chapel site from him"?—I have not.

64,223. "Are you aware that Mr. Hughes, of Kimmel, has erected 20 model cottages on the Kimmel Home Estate?"—There were some model cottages erected upon the Kimmel estate, but those were supposed mostly to be tenanted by keepers and his own servants. At least I am only saying that that was the opinion generally.

64,224. The following question is handed in by Mr. R. F. Birch: "Is it not the fact that the late Mr. Dod erected 12 model cottages on the Llanerch estate"?—I do not remember where on the Llanerch estate. Of course I would admit it at once if I knew where they were. I know that there are two or three erected along the line of railway, but those have been erected many years ago.

64,225. The following question is handed in by Mrs. Cornwallis West: "Has not Colonel West built new cottages on his property since 1868 in Ruthin and on the Denbigh road"?—There are the cottages which are built in the town of Ruthin. I do not know that there are any cottages built on the estate generally which are of any convenience to the farmers. I know those on the Denbigh Road, but they are in the town of Ruthin. On farms on Colonel West's estate I do not remember seeing any erected. I do not mean to say that the cottages which he built on the street which leads into Denbigh would not be convenient for labourers; but there are other persons besides labourers who tenant them.*

My remarks in my evidence-in-chief referred particularly to cottages in the Denbigh district in the Vale of Clwyd.

Mr. Brynmor Jones.

64,226-8. I suppose the farm labourers do live in the towns about here a good deal, do they

* Mr. Gee subsequently wrote as follows:—I have made inquiries in the adjoining districts, and find that Colonel West has erected three good cottages near Rhiwl station, that Mr. Hughes of Kimmel has erected nearly 40 in the neighbourhood of St. George, since he became possessed of the estate, and that Colonel Howard has erected four and is now adding three to their number, nearly all of which have three sleeping-rooms with gardens attached, and in some cases a little land also.—(Secretary).

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Mr. Brynmor Jones—continued.

not?—Yes, that is the mischief. We do not want the farm labourers to get into the towns. The farm labourers would be far more convenient to the tenant farmers if they were located within reach of their homesteads, where they could also have gardens and small pieces of land. In the towns this is impossible.

64,229. Of course, they must be within a reasonable distance, but I should have thought it was rather good to encourage farm labourers to live in towns, where sanitation is better attended to, and where the comforts and amenities of life are greater, if proper cottages are provided?—The sanitary officer will take care that the sanitation is good in the country. Of course it was the policy of landowners in former times to avoid erecting cottages upon their estates, lest the workmen should ultimately become chargeable to the poor rates of the parish in which the farms were lying. But there is no necessity for that at present. I maintain that the labourer has a right to better conditions of living, and he must have those conditions improved if you want to keep him in the country.

Sir John Llewelyn.

64,230. Do you not think that the labourers very much prefer coming into the villages and towns for the society which they get?—Well, I do not know.

64,231. That is my experience?—I do not think there is anything gained by bringing the labourers to the towns to live, because they acquire habits which they really would not acquire in the country.

64,232. That is your opinion, but I was asking about their opinion—whether they do not prefer coming to centres of population because of the society?—I do not mean to say that a good many of them would not prefer it, because there are public-houses in the towns, and there are no public-houses in the country. Now we do not want to induce persons to go to public-houses.

64,233. Certainly not?—And if we want to keep up the character of our labourers and improve their character, we must try to induce them to live somewhere where their children will feel some amount of pleasure in mixing up with animals and poultry and all those things, and so become accustomed to an agricultural life.

64,234. My experience has been that they come together, not for the society of the animals but for the society of one another if anything?—They secure that object, if two or three cottages are placed together in the country.

64,235. Then that is the nucleus of a new agricultural village?—It is not necessarily a new village:—but two or three cottages together. Mr. Hughes, of Kimmel, erected two very nice cottages upon the Cotton Hall Farm. I used to travel along that road, but do not remember seeing that the men who were inhabiting those cottages were in the habit of coming into the

Sir John Llewelyn—continued.

town. They lie in the middle of the farm. You cannot improve the character of our labourers to order, neither can you induce them to go back into the country from the towns when they have lost all feeling for the country. This must be kept up.

64,236. My experience has been, and we have found it so in many other parts of Wales, that there is a great attraction to the people to come together, and it is difficult to counteract it?—There is no doubt that such is the case everywhere.

Chairman.

64,237. The following questions are put by Mr. Owen Wynne: "Was not land for a chapel and house given by Sir George Cayley in 1892, "free of cost, on the Llanerch estate." Can you answer that?—I do not remember where it is.

64,238. "You said in your statement you "only wanted what was fair to both landlord and tenant?"—Quite so.

64,239. Did you, in a speech which you made at Blaenau Festiniog, on 24th January 1888, in supporting the tithe agitation, use the following words:—"They wanted men who "would support measures to secure for our "farmers fair rents, security of tenure, and "compensation for improvements when they "removed; that would be a great reform in the "conditions of agricultural tenancies in this "country, but they wanted much more than "that. Nothing less would satisfy them than "the breaking up of all the large estates into "small ones, every farmer owning his own "farm"?—I really do not remember making use of the last expression, but I have no doubt that I made use of the former one, because it is quite consistent with my views.

64,240. But the last paragraph you do not accept?—I do not recollect it. I do not mean to say that it was not spoken, but I have no recollection whatever of it. If I got hold of the connexion, I have no doubt I should find that it is perfectly easy to justify the expression which I made use of.

64,241. Mr. Owen Wynne's last question is: "Do you consider this would be fair to the "landlords"?—Well, my Lord, if I deny the latter part of the former question, then, of course, this question does not arise.

64,242. No, of course that question does not arise in that case. I have a few questions to put to you from Mr. Llewellyn Jones, and also a few from Mr. Vincent. Mr. Llewellyn Jones asks: "Was there formerly a common called "Gellifor Common, in the Vale of Clwyd"?—There was.

64,243. "Had squatters built cottages upon "this common, and encroached on the same"?—They had.

64,244. "Were the squatters dispossessed, and, "if so, by whom"?—Yes, by Colonel Cornwallis West's father.

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[Continued.]

Chairman—continued.

64,245. "At what period?"--About 50 or 60 years ago.

64,246. "And in what manner?"--He compelled them in the first instance, I believe, to go. I do not recollect the manner in which it was done. It is a long time ago. As to the manner of proceeding, of course I cannot speak, as I cannot remember it, but as to the fact, there is no doubt about it.

64,247. The following questions are put by Mr. Vincent: "Have you read the extracts from the 'Baner,' included in Lord Penrhyn's evidence." Did you happen to read them?--No, I did not.

64,248. I will ask Mr. Vincent to mark the particular portions of the extracts which he wishes me to put to you, and meanwhile I will proceed with the further questions handed in by Mr. Vincent: "Was it not many years after the use of the kitchen was refused for the Sunday school that the tenant of Graig Farm received notice to quit?"--I do not think it was.

64,249. "Was the rent then 12 months in arrear?"--I do not know.

64,250. "Besides Mr. Pennant's case, can you mention one in the last 10 years in which a site for a chapel has been refused?"--It is refused in Llanddulas at the present time.

64,251. How far is that?--About two miles beyond Abergele. I can tell you this, my Lord, that I was asked by the congregation there whether I would go to Mr. Hesketh to ask him whether he would either sell or give a piece of land for a chapel.

64,252. When was that?--That was about 30 years ago, and they have never had a piece of land up to the present time.

64,253. Have they made applications for it?--They have made applications for it; they are continually making applications; they would be ready for it at any time. They had a lease from the late Colonel Wynne, of Garthewin, I believe, and they built a small chapel: but the lease expired long ago. As the chapel was much too small for them, they wished to have a new chapel before it expired. I applied to Mr. Hesketh, but I did not see him; I however saw Mrs. Hesketh, and from the answer that I got I saw there was no disposition whatever to meet the wishes of the congregation. For their present chapel, they are now paying a rent of 5*l.* or 10*l.* a year.

64,254. Mr. Vincent's questions continued: "Was there any legal proceeding before you put the bailiffs in for the 5*l.* on the old man." I think that is with regard to the case on your own property?--I have already explained it.

64,255. Can you answer that question?--I have explained that already. My claim against him was between 100*l.* and 150*l.*, and he promised me repeatedly to pay me a substantial amount, but did not fulfil his promises, and I at last gave him notice to quit. During that time I told him that if he would find anyone who would become responsible for the rent, I would not remove him. However, he did not find anyone, and the consequence was that I was obliged to let the farm and

Chairman—continued.

the mill. I told him that I would take 30*l.* if he would pay it me, and I would let him go free. He owed me nearly 150*l.*

64,256. You said you would take 30*l.* for the 150*l.* arrears?--Exactly so. I told him I would take the 30*l.* if he would give it to me. However, I sent the bailiff in. I told the bailiff if he got 30*l.* to leave the place. He brought me 20*l.* I wished to make easy terms with him, but when I went over the mill and saw the terrible state it was in, I told him, "You must give me 5*l.* more towards this expense." 15*l.* or 20*l.* I am sure would not have covered the repairs. He promised to do so; he promised, but failed to do so, and then I sent the bailiff in, and he paid 5*l.*

64,257. Mr. Vincent asks: "Was not this an extraordinary proceeding?" Do you consider that an extraordinary proceeding?--The amount which I demanded was 30*l.*

64,258. Instead of 100*l.* odd?--Yes.

64,259. Mr. Vincent's question is: "Was not this an extraordinary proceeding; can you find a parallel case in North or South Wales?"--I do not know what there was extraordinary in it. I told the bailiff to take 30*l.*, and he brought me 20*l.*, then I asked for 5*l.* more. I lost 11*l.* there in all.

64,260. "Have you read the extract from the 'Baner' included in Lord Penrhyn's evidence?" I think you said you had not?--I do not recollect it. I have not read it. However, I will refer to it. I have before me a print of the extracts. The first is not mine, my Lord.

Lord Kenyon.

64,261. The one marked in pencil do you mean?--Yes.

Chairman.

64,262. Just glance through them, and you will be able to answer probably. Mr. Vincent's questions continued: "What do you say to the suggestion that the agitation on the land question was promoted deliberately by way of punishment to landowners for taking up the cause of the Church?"--We do nothing of the kind. We fight the battle of the Church upon its own grounds, and we condemn it, but in our attack upon the land we are merely dealing with the question upon its merits. We thought that Wales was entitled to a Land Bill quite as much as Ireland. We have been a very loyal people, and we intend to continue so, and I am sure of one way of securing our loyalty for the future, is to deal liberally with the farmers.

64,263. "Will you allow me to refer you particularly to the following passages?" Mr. Vincent has handed in a print in which the extracts are identical with those given in the evidence, and he has marked the following passages:--"The landlords ought particularly to beware of giving the slightest support to this measure; because if they do, if--to use the

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Mr. T. GEE.

[Continued.]

Chairman—continued.

" words of 'John Jones, Bryniau Iâl,' in one of his talented letters in the 'Baner'—they insist upon making themselves shields to the clergy, let them be informed that the fate of shields will be their lot." Then the next one marked in the same way is: "The object of this, of course, will be to give timely notice to owners of land that it is at their peril they agree to the trick of the Ministry in letting themselves to be made shields between their tenants and the parsons, for the question that will arise then will be 'No Rent' as well as 'No Tithe.'" Then comes: "Notes:—Of one thing we are quite certain. If the Church and Tory landlords were to leave their tenants alone, they would make short and unceremonious work of the tithe. The landlords are fools enough to shield the clergy. The effect of this will be to change, or rather to extend the battlefield."

64,263A. Mr. Vincent's questions continued, "Do you deny legal responsibility for everything which appears in your paper"?—For all the correspondence, my Lord, I do.

64,264. You have told us that several times. "Do you deny moral responsibility for everything you publish"?—It is rather difficult to answer that question straight off; because we may publish articles or letters which are sent to us by our opponents, which we disapprove of. It would be rather hard to hold us responsible for publishing those letters which we feel ourselves bound as public journalists to insert in our papers.

64,265. Then your answer to that is no?—It is so, my Lord.

64,266. "Are the figures which you rely upon as indicating the rise and fall of rental, the same as those used by Mr. Ellis"?—Yes, they were taken from Mr. Ellis's evidence.

64,267. I think they are identical with those mentioned by him?—Yes, they are. I should inform you, my Lord, that I wrote for particulars to the Inland Revenue office last week, and I intended to depend in my statement upon the last figures which I could get from them; but they have not answered my letter; I therefore was obliged to rely entirely upon Mr. Ellis's figures.

64,268. Quite so?—I am not quite sure with regard to the last statement, that the reduction of rent in England was 20 per cent., and I am not sure that is correct. That is given from memory entirely. It is not embodied in Mr. Ellis's evidence, but Mr. Ellis did make a remark with regard to it. I think he said it was 30 per cent.; I, however, put it down at 20 per cent., so as to be within the mark.

64,269. "You know, of course, that landlords contend that none of these figures represent the agricultural income with any accuracy." Do you know that?—No, I never heard that those figures were questioned.

64,270. Mr. Vincent says the landlords deny that they are accurate?—It may be so, but I can assure you that I was extremely anxious that my

Chairman—continued.

statement should be absolutely correct, and with that object I wrote to the Inland Revenue officer for particulars.

Lord Kenyon.

64,271. The point is that the landowners contend that it does not only include agricultural land?—Of course that is a question which the landowners should make good, and if so Mr. Ellis should withdraw or correct his statement. I acknowledge frankly that I depend upon Mr. Ellis's figures.

Chairman.

64,272. It does not mean to say that they question the accuracy of the figures in the schedule. It is with regard to the accuracy of their effect upon the land. "Is the Reverend D. Oliver Edwards a regular contributor to your paper, or has he been so"?—No, he is not what you may call a regular contributor; he does occasionally send us a letter, perhaps once in four, five, or six weeks. He lives down in South Wales.

64,273. "You were treasurer of the Welsh Land Commercial and Labour League, were you not"?—I was.

64,274. "Was that institution successful"?—It was.

64,275. "What has become of it now"?—The Land League, of course, is in abeyance now, because the question of a Land Bill is under consideration. If a good Land Bill is passed, there will be no necessity for the League. If a good Land Bill is not obtained, the probability is that the League will be started again. The probability of having a good Land Bill has rendered the League unnecessary.

64,276. I am quite ashamed to put any questions of my own, after you have been here so long?—I do not object to further questions, my Lord.

64,277. I should like to ask you one or two questions. You are acquainted with Major Birch?—I am.

64,278. And you join in the high estimation in which he appears to be so deservedly held?—He is an excellent agent.

64,279. And a most honourable man?—Yes, and Mr. Hughes, of Ystrad, as well; and Mr. Griffiths, who was here this morning, is also well spoken of by the tenantry in his neighbourhood.

64,280. I was asking you particularly with regard to Major Birch?—I will tell you particulars of a case with regard to Major Birch if you would wish to hear it.

64,281. I do not think we need go into that, but I am very glad to hear that you have the same good opinion of him as all his friends have?—I have, my Lord.

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Mr. T. GEE, Mr. ELLIS PIERCE.

[Continued.]

Chairman—continued.

64,282. Did you hear his evidence yesterday? I did.

64,283. Did you hear him say (Major Birch is here, and he will correct me if I am wrong) that he recommended doing away with all agreements, as, in his opinion, they were never acted upon?—Yes, I did hear him say so.

64,284. A new Agricultural Holdings Act for the whole of England and Wales, to take the place of agreements, giving free cultivation and giving protection and compensation to tenants, and protection to landlords to prevent their farms being run out in an unhusbandlike manner. You heard him say that?—I did.

64,285. I have only one question to ask upon it; is not that a very considerable advance in public opinion?—That is just what I was going to remark. It is a considerable advance upon the present conditions, but Major Birch said he was not in favour of a land court.

The witness withdrew.

Mr. ELLIS PIERCE re-called and further examined.

Chairman.

64,289. Have you anything to say?—Yes, my Lord. I brought the evidence I wished to give this morning, and I was not allowed to state it.

64,290. You brought your evidence where?—I was called in the other Court, my Lord.

64,291. You wished to rebut some evidence?—Yes, my Lord.

64,292. Did you rebut it?—No, I was not allowed to.

64,293. Did you not give your rebutting evidence?—I was not allowed to, because I was ruled out of order.

64,294. What I understand is that what you have now got is some fresh evidence. You have been before the Commissioners on two previous occasions. That is so, is it not?—My Lord, that is not the question, because—

The witness withdrew.

Mr. THOMAS ROBERTS called and examined.

Chairman.

64,297. You are now a tenant farmer on the estate of Mr. Hughes, of Kinnel, and you wish to give evidence with regard to your occupation of a farm on the Hartsheath Estate, belonging to Mrs. Wilson Jones?—I do.

64,298. And you have a statement, I think?—Yes.

64,299. Do you wish it to be read?—Yes.

[The following statement of the witness was then read.]

Evidence of Mr. Thomas Roberts, Lleweni, Denbigh.

I am a tenant farmer, occupying a farm called "Lleweni," on the estate of Mr. H. R. Hughes, Kinnel. The Flintshire and Denbighshire Dairy School is located at my farm.

Chairman—continued.

64,286. I only ask you, with regard to that one question?—In so far as Major Birch expressed his opinion, I think it is a considerable advance—

64,287. In public opinion?—Yes; and I do not see where there is no land court, or Land Act, why the estates of the country could not be managed by a general Act of that kind, instead of the present agreements, in the same way as business generally is controlled by the general Acts of the country. But we require a Land Court under a Land Act, and they are absolutely essential.

Lord Kenyon.

64,288. Have you read Mr. Channing's new Bill?—Mr. Lleufer Thomas gave me a copy before the adjournment; I shall read it, but I have not yet had time to do so.

Chairman—continued.

64,295. Order, order. You have appeared twice before the Commissioners?—Once.

64,296. You have been before them once before to-day. You were examined at Conway, were you not?—Yes.

Chairman.

That is once; then you were examined in the other Court, you say; that is twice. Now there are other gentlemen who have to be examined too. I hear that you are coming to Rhyl as well; that will be three times. If there is time at Rhyl, your evidence shall be taken there, but we cannot take any fresh evidence here. That is the decision of the Commission. We will now call the next witness.

Chairman—continued.

In the year 1874 I became tenant of Plas Newydd, a farm on the Hartsheath estate, belonging to Mrs. Wilson Jones. The rent was 440*l.*, the tithe 60*l.*, the acreage being 280.

When I entered, Mr. Cawley, the previous tenant, had left the gutters and the meadows in a bad state, as shown by Mr. Swetenham's letter of 3rd April 1880.

At the April rent audit, 1879, I told Mr. Swetenham that I must have a reduction in my rent owing to the low price of cheese, my farm being a cheese farm. I saw him later in the month of April; Mr. Swetenham then said that he was unable to give me a definite reply, as he wished to consult the tenant for life and remainderman of the estate with reference to the matter. He advised me to send in a notice

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Mr. T. ROBERTS.

[Continued.]

Chairman—continued.

to quit, as he hoped we might arrive at a satisfactory arrangement before the notice expired. On the 20th May I received the letter, which I produce, from Mr. Swetenham, and on the 29th May I gave six month's notice to quit on the 30th November following. I gave up the land, except the boosey pasture, on the 30th November 1879, and the house, &c., was to leave my occupation in May 1880.

On April 3rd, 1880, I received a letter (which I produce) from Mr. Swetenham. I forthwith consulted Mr. Adams, solicitor, Ruthin. A lengthy correspondence took place between Mr. Adams and Mr. Swetenham. Meanwhile Mr. Jenkins, of Plas y ward, went, on my behalf, over the farm, and made a report, of which I beg to produce a copy. It was agreed eventually that the whole question of damages (if any) for bad husbandry should be referred to Mr. Jenkins as sole arbitrator, and I beg to produce a copy of the reference.

64,300-1. You expected to get something paid to you?—No, I did not claim for anything. I did not hear anything about it until 11 months after I gave notice.

64,302. After this transaction you had to pay 65*l.* 4*s.* for damages and costs of arbitrator?—Yes. In the face of this favourable report, I cannot make out how they could come upon me for so much damages. Here is the report of the 26th of April 1880, signed by Thomas Jenkins. I should like to read out the report to the Court: "The tillage land belonging to Plas Newydd farm, in the occupation of Mr. Thomas Roberts, is in good order, the off-going wheat has been well managed, and two fields of one year's grass seeds are remarkably good, the barley and oat fields newly sown are good and clean. The meadow land is low-lying, requiring many surface drains to keep the water partly off the surface, and during the last two or three years, the weather having been unusually wet, these drains soon fill up, and readily show the trampling of cattle, more particularly the 'boosey,' which cannot be avoided, as all the other fields are out of occupation. Thomas Jenkins, Plas y ward, 26th April, 1880." This is the second one, dated the 27th December, 1880 (*producing award*). Mr. Jenkins accordingly went into the matter. The report was made on the 26th of April, and the award was made on December the 27th in the same year.

[Statement continued.]

Mr. Jenkins accordingly went into the matter, and on the 27th December 1880, made an award, of which I produce a copy. Under this award I was obliged to pay 65*l.* 4*s.* 2*d.* damages, and costs of arbitrator. As indicated by Mr. Jenkins in his report, the years 1878 and 1879 (the latter especially) were exceptionally wet seasons. These meadows lay very low, on a narrow slip between two rivers, and the least flood covers them. In the year 1879 there was a very high flood in the month of August, which swept away

Chairman—continued.

a country bridge on the high road, running through the farm, and the debris of the bridge was carried over the fields.

The farm was not let till March 1880, and the land was really unoccupied for four months. It was then let for 300*l.*, 18 acres having, in the first instance, been taken from it. This rent included the tithe also. The present tenant, as appears from evidence given by him at Mold, pays 319*l.* (including tithe), but 14 acres that were not held by his predecessor were added to the farm. Thus the farm, as it is now let, is 4 acres less than when I held it, though the rent is about 180*l.* less than I paid.

See
58,373-
58,482.

64,303. When did you give up your farm?—I gave up my farm on the 30th November 1879.

64,304. When did you take your farm; in 1874?—Yes.

64,305. In 1874 you took the farm; then you wanted a reduction; then this valuation and report was made in 1880, after you had given notice to quit?—Yes, months after. I never heard a word about it till I had that letter on the 3rd of April—on the 4th of April, I think.

64,306. You gave it up on May the 29th?—I gave it up on the 30th November.

64,307. But the tenancy actually ended on May the 29th, did it not?—No.

64,308. When did you practically give up your farm?—I gave the house up about a week before May the 1st.

64,309. May 1879. Is that so?—No; I gave up the land in November 1879, and the house in May 1880.

64,310. And this valuation was made the next year, in April, and the award under which you had to pay was not made till the 27th of December of the year afterwards; so that it was 18 months after you gave up your farm?—No, about 12 months I should say.

64,311. According to your own figures it is 18 months; you gave up in May, and the award was not given till the 27th of December of the next year, so that that would be more than 18 months?—Yes, but I gave up possession of the land on the 30th November 1879.

64,312. You can remember when you gave up the farm?—I gave up the farm on the 30th November 1879, according to my agreement.

64,313. And you remained in the house till May the 1st?—Yes, off and on.

64,314. I quite understand that. Then, Mr. Jenkins in 1880 went over the farm, and made his report which was dated the 26th of April 1880. That is a long time after you went away. Who had been cultivating the farm during all that time?—I cannot tell you. I was not there to see, only my family was there. I was over here farming this farm.

64,315. Was the farm in the landlord's hands when that valuation was made?—No, they managed to let it about the last week in March.

64,316. In March of what year?—1880.

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Mr. T. ROBERTS.

[Continued.]

Chairman—continued.

64,317. Then it was a year out of cultivation, because you gave up the house in May 1879?—In May 1880.

64,318. That is where we have gone wrong?—I should like to make a few remarks if you will allow me.

64,319. Certainly?—1878 was a very wet season, but 1879 was remarkably so; there were scores of railway bridges and county bridges about here washed right clean away. The turnpike road that leads from Corwen to Chester runs through this farm, and the county bridge that adjoins this farm on that road was entirely washed away on to this land in the interval of my notice of the 29th of May and the 30th of November that I was in occupation. If it was not for that accident happening, I do not think that there would ever have been anything said about this job at all. Then that was the visitation of God. I had given the farm up, and I could not help it. I know it cost the county of Flint 250*l.* to put this bridge back again. Mr. Swetenham, the agent, held my agreement was good, and that I was to clear all this rubbish off till the 30th November following, which was a very big job.

64,320. May I ask you one question, which is handed in by Mr. Llewellyn Jones:—"You would desire, in cases of hardship of this character, that there should be a court to which you could appeal"?—Well, we ought to have some tribunal cheaper than this one that I have had, but I do not see that we

Chairman—continued.

require one in the case of good landlords, such as you have had evidence of yesterday and to-day—such as Major Birch and Colonel Hughes and all of those gentlemen.

64,321. But in cases of this sort you think there ought to be a land court to go to?—Yes, there are so many small estates in North Wales, and so many lawyers as agents, who are inexperienced people, that of course the tenants have no protection at all; they are regular money hunters, I call them.

Sir John Llewellyn.

64,322. I daresay if you did have a land court you would like to have a land court without the lawyers?—Oh no, I want everybody to have fair play.

64,323. But you do not want to have any more expenses?—No, but I cannot see why a man should take an office that he is not experienced in, nor knows anything about the nature of, only the handling of money.

Chairman.

64,324. Whom did you farm under?—I farmed under Mrs. Wilson Jones.

64,325. To whom did that farm belong?—To Mrs. Wilson Jones when I was tenant of it.

Sir John Llewellyn.

64,326. You are now at Lleweni Farm?—Yes.

64,327. Under Mr. Hughes of Kinnel?—Yes.

The witness withdrew.

Mr. CADWALADR ROBERTS re-called and further examined through an interpreter.

Chairman.

64,328. Is this your statement (*handing document to witness*)?—Yes.

64,329. You vouch for its accuracy?—Yes.

64,330. It will be read aloud in English, and Professor Rhys will check the translation by means of the Welsh copy?—Yes.

[*The statement of the witness was then read as follows:*]

"Evidence of Mr. Cadwaladr Roberts, of Buarth Melyn, Tanygrisiau.

"I was asked to try to buy Buarth Melyn, and with that view, I wrote a letter to the agent, Mr. Walter B. C. Jones, of Criccieth."

Chairman.

64,331. Whose estate was this on?—Late belonging to the living of Llanfihangel Pennant.

64,332. What was the name of the vicar?—The Reverend Mr. John Owen.

64,333. And you were a tenant under Mr. Owen, is that so?—Yes.

Chairman—continued.

64,334. Is Mr. Walter B. C. Jones in the room?—I do not know.

Mr. George Owen.—My Lord, he is not.

Chairman.

Then you will watch this case on his behalf.

Mr. George Owen.—Yes.

Chairman

64,335. I understand you were a tenant under the Reverend John Owen?—Yes.

64,336. Who is the letter addressed to?—To Mr. Walter Jones.

64,337. Is he the agent of the Rev. Mr. Owen?—Yes.

The letter was as follows:—

"Buarth Melyn, Tanygrisiau,
"MY DEAR SIR, "December 1st, 1893.

"I THANK you for your letter of the 27th ult. and enclosure. I understand from your letter that what you will give me clear title

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[Continued.]

Chairman—continued.

upon, apart from any Crown rights whatever, is 130a. 1r. 36p., as marked on the map and numbered 23. The piece that you refer to, and numbered 71 on the map, is held under lease by Mr. Holland and Lord Harlech, and I never heard that there were any rights belonging to Buarth Melyn attached to it. At the time the parish was valued by Mr. Robert Thomas, Tydu, the acreage of Buarth Melyn, as seen in the parish office now, is only 130a. 1r. 36p., and it was upon this acreage that he valued Buarth Melyn, and the rateable value by Mr. Thomas was 20*l*. Upon this, 30 years purchase would only come to 600*l*., and this valuation was when there were five cottages on the land and a cow-house, and now there is only one house and no cowhouse. In the face of the fact that I have already spent so much upon the land in draining, &c., and therefore raising its value, I am still willing to offer the same sum for it as I offered to Mr. Owen, viz., 800*l*.

"As to Moelstradan, there are plenty of old people to testify that it has nothing to do with Buarth Melyn excepting the sheep run. I beg to return the map, and shall be glad to hear from you.

"Yours faithfully,

"CADWALADR ROBERTS.

"P.S.—I should like to hear what Mr. Owen proposes to do as to allowing me an abatement. I am willing to pay my rent at once, only I expect to get returned to me what is fair and reasonable.

"W. B. C. Jones, Esq.,

"Estate Office, Criccieth."

"I received the following letter in reply."

"Estate Office, Criccieth,

"Buarth Melyn, North Wales,

"MY DEAR SIR, December 2nd, 1893.

"I AM in receipt of your letter of yesterday's date in which you offer 800*l*., and I decline same. You state that Mr. Thomas, of Plasdu, only valued 130a. 1r. 36p. of land in your occupation, whereas you are the sole occupier of 250 acres for grazing, &c., so I advise you to call a vestry and instruct the overseers to value your holding correctly, or perhaps I had better see to it. On behalf of Mr. Owen, I must decline to allow you any abatement, as you hold your farm at a ridiculously low rent, and I must also request immediate payment, not later than Wednesday next, or I shall 'distrain' without further notice.

"I may also intimate that under no circumstances whatever will I allow you to continue the tenancy, and it will be for you therefore to take all legal courses to make the best arrangements in your own interest consistent with your legal obligations towards the land.

"Yours truly,

"WALTER B. C. JONES.

"Mr. Cadwaladr Roberts,

"Buarth Melyn, Tanygrisiau."

Chairman—continued.

"The following correspondence also took place between Mr. W. B. C. Jones and myself:—

"Buarth Melyn, Tanygrisiau,

"DEAR SIR, December 5th, 1893.

"I BEG to enclose cheque for 19*l*. 8s. 4*d*. being rent (half-year's) and tithes for Buarth Melyn.

"I am surprised that you are threatening to distrain upon me as I have always paid my rent regularly, and I am paying it this year before any of the landlords of my neighbours have demanded it this year.

"I am glad to think that no one but you will say that Buarth Melyn is let at a reasonable rent. I do not understand what you mean by my taking legal courses. You will remember that the last time you were up you said if I did not buy, that you would see that the widow would get compensation as to the house, and that I would have the same as to hayshed, and the 30*l*. that you thought reasonable for my turning the river to run in another direction.

"I cannot get anyone to buy the hay, as there is no road to take a cart to get it from there. Will you please let me know if you will do something with the hay, or build me a cow-house so that I may feed them there.

"I paid 4*d*. for the carriage of your last letter.

"Yours truly,

"CADWALADR ROBERTS.

"W. B. C. Jones, Esq.

"The reply to which was as follows:—

"Estate Office, Criccieth,

"North Wales,

"MY DEAR SIR, December 9th, 1893.

"YOURS of yesterday duly to hand. It is quite true that I took notes of what you said as to repairs, &c., &c., but quite untrue that I said 'if you could not come to terms with me that I would see that you should get fair play 'with the new tenant' if you mean to insinuate that I conveyed to you that you should get something out of the new tenant for those things. You see that Mr. Owen is not in a position to do anything, and there is no fund to draw upon, however willing he might be to deal liberally.

"I cannot admit that your case is at all similar to that of tenants residing on and living by their farms. Milk dealers like you and myself do not require abatements; milk maintains its price still.

"Yours truly,

"WALTER B. C. JONES.

"Mr. Cad. Roberts,

"Buarth Melyn, Tanygrisiau."

"P.S.—I do not see that it matters who told me as to what I stated as to your doing your best to prevent a sale, &c. The question is, 'is it true?'—W. B. C. J."

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Mr. C. ROBERTS.

[Continued.]

Chairman—continued.

"I was asking the landlord to make a small return, as I considered that my rent was high in the present depressed state of farmers throughout the country, and because my neighbours' landlords were returning substantial sums to their tenants, whilst their rents, of the two, were more reasonable than that of Buarth Melyn.

"Within the memory of everybody alive it was never before threatened to put in the bailiffs for the rent of Buarth Melyn, because care was always taken to have it paid, and this was done this year a month or two before my neighbours.

"When I made a courteous appeal for a small return there comes a definite command to pay at the end of three days, otherwise bailiffs would be in possession. I believe that it is very seldom that the farmers of Wales meet with a landlord who takes this mode of considering such applications. Further, it will be seen that he said that I should not be tenant under any circumstances, so here is my old home being taken away from me. Why? it is asked. I can give no explanation for it, but that this rough treatment and cruelty towards me is attributable to the fact that I gave a true and honest report before this Commission at Portmadoc.

"By now the place has been sold for 1,800*l*. When the gentleman who purchased it went to inquire about the title they failed to show one, and it was sent to me to ask me to make a 'declaration' that we as a family had paid the rent to the beneficiary of Llanfihangel Pennant for the last 60 years. After this the purchaser paid 1,800*l*. for the place.

"Although I did this, I did not receive a half-penny towards all the improvements I made while at Buarth Melyn. I sent many times to the agent to ask for an acknowledgment of the improvements, but to no purpose, and last of all I sent a bill for 140*l*. for the greatest improvements made during the last six years to the solicitor, and he promised to send it to the Board of Agriculture, but I am still without a reply.

"I considered that I was acting honestly and straightforwardly by signing the declaration which gave them the right to receive such a handsome price for the place, particularly so, Mr. Owen, as a minister of the Gospel, and also the Board of Agriculture, but I fear I have dealt with the children of this world, as there is no sign of their doing anything with my application so far.

"I should like to have the opinion of the Commission whether it is right for me to suffer, because I thoroughly believe that everything arises from the fact that I gave my evidence before them at Portmadoc. If that is the reason I believe that you will be prepared to take my case in hand, because this cry has been raised many a time, so that it is certain that it has been the cause of frightening many and so keep secret many facts, the exposure of which would have been the means of showing the true state of the farmers of Wales.

Chairman—continued.

"I can produce the original letters, if you wish to call for them. Although Mr. B. C. Jones says that the rent is reasonable, he had direct proof of that through absolute failure to obtain anyone to take the land, though he advertised in the local newspaper at Festiniog that the place was to be let. I know of experienced persons in the locality who went to view it with the intention of taking it, but after hearing the amount of rent, they retired with surprise at the unreasonableness of the sum, and I can name them, if necessary.

"The high price obtained for it leads the stranger to believe that I did not offer anything approaching its value, and, therefore, I ought to explain that the purchaser is a gentleman who has a work on the Crown land on the border of Buarth Melyn. This gentleman could not get a proper place to erect buildings in connexion with the works, &c., and therefore, of necessity the works had to be restricted, or purchase Buarth Melyn at any cost. It is a great pity that gentlemen who speculate to provide work for the poor of Wales are compelled to pay for places like Buarth Melyn as much as three times their value for them. I again venture to state that it is of not greater value than 600*l*., although I offered 800*l*., but my strong attachment to my old home caused that.

"I may also state further that the gentleman who bought the place has already offered it to me for less rent than I previously paid, which proves my statement as to the unreasonableness of the rent.

"The evidence would be too long to report the way in which Mr. W. B. C. Jones wrote me, commanding me to remove the sheep from the land, &c., whilst it was difficult to sell them at any price at all. I ask the unprejudiced again, is it not possible that my venturing to publish the truths at Portmadoc before this Land Commission was the only reason for the conduct of Mr. W. B. C. Jones towards me?"

Chairman.

64,338. You occupied the farm of Buarth Melyn, and your family have been there for more than 50 years?—For over 300 years.

64,339. You gave evidence on the 16th September 1893, at Portmadoc?—Yes.

64,340. Was the farm offered for sale at that time?—The Commissioners had given notice to the Local Board that it was on sale.

64,341. It was on sale at that time?—Yes.

64,342. You offered 800*l*. for it, I understand?—Yes.

64,343. That was refused?—Yes.

64,344. When was the farm sold?—It was sold in the beginning of May, but they were very long without the money, because they could not produce a title.

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Mr. C. ROBERTS.

[Continued.]

Chairman—continued.

64,345. The farm was sold in May 1894?—Yes, last May.

64,346. For how much?—For 1,800*l*.

64,347. And you offered 800*l*.?—Yes.

64,348. But are you surprised you did not get it?—It was not for a farm that the gentleman bought it, but he wanted a place to erect buildings in connexion with some works he had.

64,349. But the gentleman gave 1,800*l*. for this farm?—Yes.

64,350. And they gave you notice to quit?—I had received notice to quit before I appeared at Portmadoc.

64,351. Did you get any compensation for improvements?—He said the parson was too poor to give any compensation.

Sir John Llewelyn.

64,352. It was not the parson; it was the Ecclesiastical Commissioners?—The parson.

64,353. Do you mean Mr. Walter Jones, the agent, said that?—Yes.

Chairman.

64,354. Did the gentleman who bought the farm, offer you the farm to go on as tenant?—His son came to me last week, and told me that his father wished me to take the farm again.

64,355. At what rent?—27*l*. less than Mr. Walter Jones asked.

64,356. Has the new owner taken any portion of the farm off, or is it a smaller farm now than it was?—Only the width of a road for about 300 yards.

64,357. Do not answer this question unless you like; but are you going to take the farm back?—He has allowed me a month to consider the question. I sold all my cattle, and lost a lot of money. I was not prepared.

Sir John Llewelyn.

64,358. What was the amount of the claim you sent in for improvements?—140*l*. for what I made during the last six years.

64,359. When did you send that claim in?—After they received the money.

64,360. Have you had anything?—No, they have not replied to my letter.

Professor Rhys.

64,361. May I ask what works you referred to?—Mr. Storey has had a lease from the Crown to carry on a Blend work.

64,362. What is "Blend." Is it some kind of mining work?—Yes, I think it is the ore of zinc.

64,363. He works that?—Yes, on Government land.

Chairman—continued.

64,364. And he required a part of this land, which you held, for the road?—Yes for a road, and for a house for the engine to grind the stuff.

Chairman.

64,365. The following questions are handed in by Mr. George Owen: "Has Mr. Walter Jones had notice from you that you intend to give evidence against him to-day"?—I did not know that it was required to give notice.

64,366. "Did not Mr. Walter Jones try to persuade you to offer 1,500*l*. for the farm"?—No, he only wanted an opportunity to have revenge on me.

64,367. "Did he say that he would advise the owner to sell it to you more cheaply than to an outsider—someone who had nothing to do with the farm"?—No, never. He wanted me to make an offer for it, and he gave me 14 days to give my offer.

64,368. Mr. Llewellyn Jones asks the following question: "Did Mr. Walter Jones threaten to distrain immediately unless you paid the rent forthwith"?—His own letter says that; he threatened to do it within three days if the money was not paid, and I sent a cheque to him.

64,369. That is so. "Had you ever been in arrears during your tenancy"?—Never. The custom about my part is to leave food and groceries not paid for, and pay the rent, or the bailiffs will be in.

64,370. "Had he ever before threatened to distrain"?—No, he never had an opportunity of doing so. It was I who wrote him this time asking for an abatement, which gave him the opportunity before he asked for the rent.

64,371. There is one more question, which is put by Mr. Vincent: "Did Mr. Walter Jones act in this matter under the direction of the Board of Agriculture"?—He said so. But they could not have received any part of the money if I had not made a declaration that my family had paid the rent for 60 years.

Chairman.

64,372. You also wish to give evidence with regard to some common land at Festiniog, I believe?—Yes. I was appointed at a vestry meeting to appear before you with Mr. G. H. Ellis, of Penymount, Festiniog, to give such evidence, but Mr. Ellis has been unable to attend.

64,373. Very well. Is this a statement of the evidence you wish to give?—Yes.

[The following statement was then read.]

Statement of Messrs. G. H. Ellis, of Penymount, Festiniog, and Cadwaladr Roberts, Buarth Melyn, Tanygrisiau, as representatives of a vestry held at Blaenau Festiniog, 2nd December 1893, with reference to 132 acres of common

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[Continued,

Chairman—continued.

land transferred to the parishioners of Festiniog in 1842.

By the award, dated 8th February 1842, 710 acres and 3 perches were awarded to the following parties:—

	A.	R.	P.
Lord Newborough	449	1	36
Trustees of Mr. Richard Parry (Glanypwll)	128	2	7
To the Parishioners of Festiniog	132	0	0

With reference to the last-mentioned plot, it was not discovered that it was the property of the parishioners until last year, though it was always looked upon as Crown property. The 132 acres is a part of the common land known as 'Cefn Trwsgwl.' The gentlemen to whom were awarded the first-mentioned portions of the common have since then enclosed for themselves large pieces of these 132 acres, and so have attempted to deprive the parishioners of their rights. They receive large rents from the same, while we assert that it is that which is due to the parishioners that they receive. We will produce copy of the award if necessary.

Chairman.

64,374. I think that is all. We have taken in your report. There is one question which is handed in by Mr. Vincent: "Will you produce copy of the award?"—Yes, I wish it to be read. (*The witness produced copy of the award referred to.*) I got it from the rectory yesterday. The Local Board of Festiniog wanted room to

The witness withdrew.

Mr. EDWARD ROBERTS called and examined.

Chairman.

64,377. I will just go through this statement quickly with you, because there is a great deal in it we have heard already. I will ask you questions with regard to the salient points in your evidence. You keep the "Stag Inn," and you live in the parish of Llangerniew?—I do, my Lord.

64,378. And you farm a farm of 115 acres, without a sheep run?—Yes.

64,379. The owner is Mr. Sandbach. You wish to give evidence with regard to the parish of Llangerniew. There have been no recent enclosures. There is no enclosed land. There is no difference between the rents of farms with or without sheep walks. Matters are best managed on large estates. Politics, religion, or language make no difference. November is the usual time of coming in. There are no leases. You are quite as safe under agreements as under a lease. Is that your opinion?—Yes, my Lord.

64,380. You do not object to any part of your agreement. Tenants all have copies of their agreements. Every tenant understands his agreement. The rent is fixed at a lump sum. You believe the rent of small holders is generally larger than that of large ones in proportion. There are no services other than payment of rent. Holdings are not let to the highest

Chairman—continued.

put up railings, and they sent to Canon Haygarth, and they refused the place, and they had given leave for the powder magazine within 40 yards of the place, and they sent up to the Government the same request.

64,375. Mr. Vincent asks: "Do you know that the Crown has given notice that it is going to take action in this matter?"—I have more than 20 witnesses to give evidence that it is the property of the Crown, while they received money for it. I have been round getting them together.

Professor Rhys.

That is for the action that is coming.

Chairman.

64,376. We have very little to do with this. The Crown is going to take action in the matter, and we cannot go into what people have done. This will be all settled by the Crown?—What the parishioners of Festiniog want is for the Government to take possession of it, and to give it to the parishioners the same as they gave it to the three parties in 1842.

Chairman.

That must be brought before the Crown; it cannot be brought before us. We have no power to grant land. We cannot dictate to the Crown what to do.

Chairman—continued.

bidder. The rent has not been raised. You have had an abatement of 5 per cent. once. Is that so?—That is quite right, my Lord.

64,381. The local rates have decreased 4d. in the pound in the last few years. What are they in the pound at the present time?—2s.

64,382. And that you consider too high?—Yes.

64,383. There has been no consolidation of farms. There is no sub-letting, and the rent day is postponed according to times?—That is so.

64,384. You do not know of any cases of farmers borrowing money to pay their rents. Female servants are scarce. Land is not going out of cultivation, nor is it insufficiently cultivated in the district. There is no waste land in the district capable of reclamation by ploughing, &c. There has been no arable land laid down in pasture during the last 50 years. Root crops have increased. Fallowing has fallen into disuse. What do you think about freeholders? Are they worse off, or better off than tenants?—I think they are worse off, my Lord.

64,385. Every member of the family works on the farm, and you know of farmers who have managed to pay their way where the children

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Mr. E. ROBERTS.

[Continued.]

Chairman—continued.

are too young to work. Can you tell us anything with regard to this: Have any farmers in your neighbourhood set up their sons in business or on other farms?—Yes, my Lord.

64,386. Can you give us any instances of that?—They have taken farms in the neighbourhood.

64,387. Are there many who have done so?—Well, as many as could have room or there were farms to let to.

64,388. And you think farmers are doing pretty well?—In our district they are.

64,389. Are the rents complained of in your district?—Not so much as the rates. We are living in a very outlandish place, and the access of carters and people of that sort is difficult. It will take us a day to get a cartload of coal yonder, and that is how it is we want a light railway. That is how it is the fairs have gone down so much, because there is not access for the dealers to come up to the fairs, and then our cattle, when they are taken from 8 or 10 miles off to towns, look from 1*l.* to 30*s.* a head worse than they are. That is how we lose—because we have no railway station to go to.

64,390. Then the rates are more complained of than the rents?—They are.

64,391. Are you on very good terms with your landlord?—Yes.

64,392. And are you comfortable in your holding?—Yes, quite comfortable.

64,393. Are you in favour of a land court?—I do not know the working of a land court.

The witness withdrew.

Mr. ROBERT ELLIS called and examined

Chairman.

64,405. Does this statement contain your evidence?—Yes.

64,406. It has been examined in your presence by one of the Commissioners?—Yes.

64,407. Do you vouch for its being accurate?—Yes.

[The following statement of the witness was then read.]

The evidence of Robert Ellis, of Garnedd uchaf, parish of Llanrhaiadr-yn-Cinmerch, county councillor for the district. My farm is about 40 acres, and the annual rental 45*l.*, together with tithe rentcharge, amounting to about 5*l.* 10*s.* per annum now. My landlord is Mr. Thomas Williams, J.P., of Llewesog Hall.

I took the farm from November 1877, from the late Mr. John Parry Jones, solicitor, Denbigh, who then owned the farm, having bought it about 1864 or 1865 for 1,000*l.*, at a rental of 50*l.* per annum, and I paid the last rent to his representatives in December 1888, since when Mr. Williams became my landlord by purchase. I do not know the amount of the purchase money, but it was bought in at the sale for 750*l.*, and afterwards sold by private treaty. When I originally took the farm the house and buildings

Chairman—continued.

64,394. You would not give any opinion upon that?—I cannot, because law is not always justice in matters like this.

64,395. You are able to hold your own?—Yes, we are.

64,396. And you are making farming pay?—Well, I am getting on comfortably.

64,397. That is right. Then what are the causes of the present low prices?—I attribute them to foreign competition mostly.

64,398. You have told us about the rates, and also about the want of a railway?—Yes.

64,399. You want better access to the rural and the country districts?—We do, my Lord.

64,400. I think we have now the whole of your evidence. The following questions are put by Mr. Llewellyn Jones: "Has Mr. R. W. Wynn any farm property in the parish of "Llangerniew"?—He has.

64,401. "When did Mr. Wynn come into possession of the estate, do you know?"—About five or six years ago, if I remember rightly.

64,402. "Did he raise any rents after he came into possession of the estate?"—I believe he did in some instances.

64,403. "What is the condition of labourer's cottages in your district?"—First class.

64,404. "What is the condition of farmhouses on Major Sandbach's estate?"—It could not be better.

Chairman—continued.

were in a most dilapidated state, the roof was so bad that I had to hang up a pickling tub above the bed to hold the water, or it would have been on the bed. Two bedrooms run under the granary, and the door and floor and walls of the granary were so bad that the wind often was too strong in the bedrooms for a candle to keep alight, and we had to use lanterns, and many a time we have seen frogs leaping alongside the beds in the morning, and I insisted when taking the farm that I should have a new dwelling-house, and this was promised me by Mr. Parry Jones on the understanding that I paid another 5*l.* a year rent, and this I agreed to. The previous tenant was paying 45*l.*, and I paid 50*l.*, but although I paid this increased rent for nine years, the house was not built. In the meantime, though the outbuildings at the commencement were not in a very good state, they got much worse. I continually complained of the injustice of the treatment towards me, and had the invariable reply that times were too bad.

64,408. Was Mr. Parry Jones the agent?—No, the owner.

64,409. Mr. Parry Jones sold it to Mr. Williams?—Yes.

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Mr. R. ELLIS.

[Continued.]

[Statement continued.]

In 1886, after Mr. Parry Jones' death, I wrote his son, the present Mr. Parry Jones, calling his attention to my case, stating the promise under which I took the farm, and that I understood that seven parties were now interested in the farm, and that it therefore seemed a poor lookout to have a new house, also quoting the rents paid by my neighbours for land of a similar nature, and asked that he should reduce the rent by the 5*l.* which I was really paying for the promised new house. Mr. Parry Jones wrote that he would consult his co-executors as to my letter, and they agreed to my request, and the first rent at 45*l.* became due in September 1886.

Things continuing bad, I again wrote Mr. Parry Jones, asking him to treat me as he did the old tenants, that is, not only granting me the reduction already mentioned, but also an abatement on the 45*l.*, and for the two half-years of 1888 (being the last I paid him) he allowed me an abatement of 10 per cent., although he stated that it would come out of his own pocket, and not from the beneficiaries as a body.

My present landlord came to view the farm before he purchased it, and on my taking him through the house he condemned it, and promised should he buy the property I would immediately be provided with a new house, and this was done. He also made new roofs to the outbuildings, which had by this time nearly vanished altogether; they were practically roofless.

Before the sale Mr. T. Jenkins, of Plasyward, was over to value the property, and when he had finished, and put his papers in the trap ready for departure, I went to him and asked him whether he had taken into consideration in his valuation that whoever bought the farm would have to erect a new dwelling-house and provide new roofs to the outbuildings, and he asked what was the matter with the buildings, so I took him through, when he expressed his surprise, and gave it as his opinion that he had never seen such a place before. I mention this to prove that possibly tenants suffer an injustice owing to agents valuing farms and not taking sufficient notice of the house and buildings, but taking it for granted that they are all right. In fact I know cases where this has been overlooked, causing trouble afterwards, the new landlord refusing repairs unless at an increased rent, having purchased under the impression that the outlay was not necessary, or at all events this not having entered into his calculations.

I have paid my present landlord the full rent of 45*l.* without any reduction until the four last half-years, when abatements have been made at the following rates, viz.: 15 per cent., 10 per cent., 10 per cent., and 5 per cent. respectively.

When I came to the farm I paid the outgoing tenant the sum of 502*l.* 2*s.* 6*d.* for the stock, crops, and implements, being the sum fixed by two valuers. During the following six years I spent another 100*l.* in improving the

[Statement continued.]

farm and cultivating it, to meet the demands on it. Although, as stated, I have invested 100*l.* of my money in the farm, and my wife and I, together with my son, who is 24 years of age, work hard, I just manage to get both ends to meet. I keep no servants; my wife attends to the butter-making, and my son receives nothing but food and clothing. Should illness overtake any of us, I could not afford to pay wages for someone else to do the work.

I do not complain of individual hardship; my case is typical of many farmers, but what I do wish to point out is that the difference in the positions of the landlord and tenant respectively is too great. On the one hand the landlord gets a fair return on his capital without any trouble, whilst on the other hand the tenant, after investing money, the labour of himself and members of his family, continued anxiety and care, merely succeeds in eking out a bare existence.

I have a neighbour, Evan Jones Folt, in the same parish. He is 75 years old, and too infirm to come and give evidence. His wife is also of the same age. Both are cripples. Their landlord, until some years ago, was Mr. Richard Owen, Pwllpanpren, Fourcrosses, Pwllheli. There was no floor to the house; nothing but the earth. Evan Jones asked for a stone floor, and the landlord told him to make one, and he would pay for it. He did so at a cost of 2*l.* 12*s.* 9*d.* besides cartage 20*s.* He also bought the grate from the previous tenant for 13*s.* The land attached is only seven acres, and the rent is 15*l.*; at one time it was 18*l.* Besides the above payments, he purchased and spread bone dust on one field. He laboured hard with the little farm, and had it in a good state of cultivation. One year the landlord came for the rent, and said the farm looked well, and pointing out particularly the field on which the bone dust had been spread, said he had not seen a field looking so well all along the way from Pwllheli, and told him that his rent would be increased by 1*l.* per annum, which he had to pay until the place was bought by the late Mr. Owen Burton, of Gwaenynog.

Chairman.

64,410. Mr. Parry Jones sold your farm to Mr. Thomas Williams?—Yes.

64,411. At what date did he sell it; do you remember when the farm was sold?—I have a rent book here. (*Witness produced book*). The last rent paid to the representatives of Mr. Parry Jones was paid in December 1888.

64,412. Do you know how much was paid for the farm?—I do not.

Sir John Llewelyn.

64,412A. I thought you said it was withdrawn at 750*l.*, and afterwards sold by private treaty?—That is so.

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Mr. R. ELLIS.

[Continued.]

Chairman.

64,412A. Are farmers very poor in your neighbourhood?—They do not make money; they work very hard.

64,413. Do they think that the rents are too high?—Yes. A meeting was called in the parish of Llanrhaiadr in last October, I believe, to have the opinion of farmers, and to appoint someone to represent them before the Commissioners, and questions were asked at that meeting as to what were the complaints. I was made the chairman at that meeting. They said that the rents were too high. There were different opinions, but they came to the conclusion that they were one-third too high in the parish of Llanrhaiadr, taking the parish all through. I do not know whether you would like me to go on further by giving an account of what occurred at that meeting.

64,414. I think you might tell us about it. They considered rents were one-third too high. What did they recommend; did they recommend anything?—No, but that was passed at the meeting—that was the opinion of the meeting.

64,415. Was there anything else?—Yes, the vicar gave the best evidence, I believe, in that meeting.

64,416. What did he say?—He said that he was of the same opinion—that the tithe had lowered so much, and that that proved that the rents of the farms must be too high according to what they received as tithe. Then, with regard to the cottages, he said that he had known the cottages in Llanrhaiadr parish, where the working men had lived, and his own words were that a great many of them were not fit for pigs, and he said that workmen were better off than farmers in our parish. Other complaints were made that cottages were left to fall down—that no workmen could be had. They also said that landowners were responsible for the morality of the towns—that the people often crowded into towns, which resulted in the rearing of poachers and people of low character, and that if there were plenty of cottages in the country there would be a higher state of morality.

64,417. That was at that meeting?—Yes. I do not remember the date exactly, but it was in last October I believe.

64,418. Are you in favour of a court to fix compensation and rents?—I am in favour of a court to decide matters between landlord and tenant.

64,419. That is, if they cannot agree?—If they cannot agree—no further than that.

64,420. Not for them to go to the court in the first instance, but if they cannot agree?—If they cannot agree, to have someone for them to go to. At the meeting the farmers were very quiet in complaining about the game and other things.

64,421. Is there much game in the neighbourhood?—Not in my neighbourhood, but it seems that there is in some parts of the parish, and some are troubled by it. The question was asked at that meeting about the game, was there any trespass and any loss. Nobody replied to

Chairman—continued.

that effect, but afterwards several came to me and said that they suffered very much about it. "Were you not at the meeting?" I said. "Yes."—"Why did you not speak and say at the meeting how things were?" "We were afraid; we must not do such a thing."—They say "I am afraid of my landlord."

64,422. Then, do you think that tenant farmers are afraid to come before the Commission on account of their landlords?—There is no doubt of it.

64,423. You have no doubt of it?—No; in our parish, whatever.

Professor Rhys.

64,424. Who are the chief landlords in your district?—Colonel Hughes; Mr. Law, of the other side of Manchester—Macclesfield, I believe; Mr. Burton, of Gwaenynog, Lord Newborough, and there are other small landowners.

64,425. Those you have named are the chief landlords?—They are the chief landlords.

64,426. Llanrhaiadr is the parish just beyond Ruthin, is it not?—Yes. I am speaking of my neighbourhood—in Llanrhaiadr.

64,427. Is Llanrhaiadr just beyond Ruthin?—No, it is this side of Ruthin. It is one of the largest parishes in North Wales—14 miles long.

64,428. What is its full name?—"Llanrhaiadr "yn Cinnerch."

Sir John Llewelyn.

64,429. Who is your landlord?—Mr. Thomas Williams now.

64,430. Does he own much land?—I believe he does now. He is the biggest landlord, or not far from it, in the parish.

64,431. Where does he live?—He lives at Llewesog Hall, and in Liverpool.

64,432. He is not a resident landlord, is he?—Well, he resides a good deal at Llewesog Hall. There is another tenant came to me and told me about the game. He is not troubled anything to speak of by game, from his own landlord, but from another landlord, from amongst the trees and so forth growing alongside his farm. The loss he had last year was valued at 11*l.*, I believe, and he asked for some compensation from the landlord, but the landlord refused to pay because they were not his game, like—they belonged to another gentleman, and this gentleman, Mr. Thomas, Park Postyn, refuses to cut the hedges, and the tenant says he has suffered trouble, and the branches of the trees run over into his land. He cannot get into the end of the field, because this gentleman refuses to look after the hedges.

64,433. You have had a promise that certain repairs will be done for you, have you not?—Everything has been done according to my wish by my present landlord.

64,434. It has been done?—Yes, everything is right.

Sir John Llewelyn.

I wanted to clear that up.

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Mr. R. ELLIS.

[Continued.]

Chairman.

64,435. The following questions are handed in by Mr. G. Francis: "Have you any letters of the late Mr. Parry Jones in support of your statement that he promised to build a new house?"—I have not, but I had witnesses when I wrote to his son. There was my father, who has died since—I had witnesses with me when I took the farm.

64,436. That was the house that the frog jumped about in?—Yes.

64,437. Mr. G. Francis's questions continued: "Is it usual to pay an increased rent in anticipation of future improvements?" Can you answer that?—Well, it is, as a rule.

Professor Rhys.

Do you understand the words "in anticipation"?

Chairman.

64,438. Is it a rule to pay an increased rent before the improvements are made?

[The question was put through the Interpreter.]

No; but there was an agreement to that effect between Mr. Parry Jones and myself—only for that. I was in London at the time, and I could not set to work at once.

Chairman.

64,439. Mr. G. Francis's questions continued: "Why did you continue to pay such increased rent without making any objection?"—Well, if I gave the farm up I should be a loser in that way.

64,440. Do you say because you would have lost the farm?—No, I should be losing money. The stock and crop would not reach the money that I paid for them, so that I waited patiently, and in hope that we would have better times.

64,441. "Was it nearly two years after the death of the late Mr. Parry Jones that you first raised the question of the house not having been built?"—The question had been before Mr. Parry Jones himself and myself when I was paying the rent; he always used to receive the rents himself, and I can produce the receipts with his signature for the rents.

The witness withdrew.

Mr ROBERT MORRIS called and examined.

Chairman.

64,455. Where do you live?—Hendref, Rhuddlan.

64,456. What are you?—A tenant farmer.

64,457. Under whom?—Captain Rowley Conway.

64,458. What is it you wish to tell the Commission?—I rent from Captain Rowley Conway, Bodrhyddan, two farms, called Hendref and Ffordd y Criccin, 230 acres.

Professor Rhys.

64,442. Did you always mention this house question?—Not every time that I used to go there to pay the rent.

64,443. You did not mention this house each time?—Not each time.

64,444. But you paid each time the additional sum?—Yes, here is the book to prove it.

64,445. I think, if I had been you, I should have mentioned it each time?—I had not got the heart for one thing; things were so very bad, and I could not get on. You see, as I stated, I was obliged to give out of my own pocket money to make up the rent.

64,446. You were afraid of grumbling too much?—No, I was not afraid of grumbling.

64,447. Well, of complaining?—I was not afraid, but still I had not got the heart to do so; things were so very bad I did not know exactly what to do as I agreed to carry the materials towards the new house free of charge. If I had left the farm I should have lost money in that way, and I was losing money there.

Chairman.

64,448. Mr. Llewellyn Jones asks: "You did pay advanced rent in view of future improvements, did you not?"—Yes.

64,449. "And this constitutes one of the hardships of your case?"—Yes.

64,450. Mr. Williams, of Llewesog, asks: "Are there any cottages to let in the parish of Llanrhaiadr?"—Not that I am aware of; I know several that went down.

64,451. "Is the description of cottages as quoted by you, true of the cottages on the Llewesog and Llanrhaiadr estates." Are they in the same condition?—I do not know, only the two or three I know are in fair condition; they have been, but I do not know.

64,452. "Is Llewesog, the residence of Mr. Williams, in the parish of Llanrhaiadr?"—I do not know how often his mother resides there now.

64,453. That is not an answer to the question "Is Llewesog, the residence of Mr. Williams, in the parish of Llanrhaiadr?"—Yes.

Sir John Llewelyn.

64,454. Then I understand that Mr. Williams, your landlord, and his mother live in the parish?—Yes; his father was there until lately, but he has died.

Chairman—continued.

64,459. That is the two?—Yes, my Lord; for the annual rent of 370*l.* 5*s.*, also I annually pay 100*l.* in tithe and rates. During the last 14 years I was allowed 338*l.* 6*s.* abatements.

64,460. In what time was that?—During 14 years, mostly at the rate of 10 per cent. I succeeded my father as tenant 19 years ago. The family have occupied the farm for upwards of 120 years. In 1882 I took Ffordd y Criccin.

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Mr. R. MORRIS.

[Continued.]

Chairman—continued.

64,461. How many acres?—60 odd acres; it is included in the 230 acres.

64,462. It is included in your present farm?—Yes. In 1882 I took Ffordd y Criccin, it being in the middle of Hendref land.

64,463. Is that included?—Yes, my Lord. I farm both as one holding. There are oppressive clauses in the farm agreements, but I have always regarded them as being in the agreements to prevent the ruin of the land. I have not heard of the penalising clauses being enforced. The rent is fixed in a gross sum by private treaty. I have never heard of the rent being fixed by arbitration. Rents have been very much risen, and generally so within the last 50 years. Temporary abatements have been general, and in some instances permanent reductions have been granted. I think the preferential claim has a good effect, as it indemnifies the landlord when he helps the tenant under adverse circumstances, which would not otherwise be done, and especially where the old custom exists (which I understand is the custom still on some estates) of not demanding the rent until the beginning of October, instead of June or July, thereby enabling the farmer to realise the rent from his farm, and not out of his capital. Holdings have not been consolidated, only in very few instances—in my own instance.

64,464. You had two farms?—Yes. Subletting land is not allowed, but there is in this neighbourhood a public lay, which is stocked mostly by stock from a distance. I consider that with few exceptions the land of this district is well farmed. Labourers are rather scarce during harvest time, but not so at other times. Fences, &c. are kept tolerably well. Compared with 50 years ago, there is double the acreage of grass land laid down, I believe, by the tenants, an immense increase of root crops, and scarcely any fallow at all, caused by the low price of wheat, the effect being the depopulation of the country. Improvements that are done by the landlords are: new buildings, drainage, gates and posts, and repairing tidal embankments. General repairs on the buildings are done by the tenant, materials supplied, also cartage and repairs of fences. No fruit culture on a large scale, a great deal of market gardening, but few market gardeners in the accepted meaning of the term. Great numbers of poultry reared, and a little bee keeping. Possibly more may be accomplished on these lines. Railway rates are frightfully heavy. Twelve months ago I paid 2*l.* 10*s.* 6*d.* for bringing four sheep from Bedale, Yorkshire. Farmers insure their stock, crops, and implements, also the house and farm buildings. There are no small freeholders in this district. Farmers and their wives do as much manual labour as their management will allow; as a rule they work very hard for twice "eight hours a day." In many instances children work at home for a very small remuneration. In these hard times, "happy is the man who has his quiver full of them." Labourers' wages, on their own finding, are from 14*s.* to 18*s.* per week; on the farmers' finding, from 8*s.* to 12*s.* per week.

Chairman—continued.

The accommodation for servants, from a moral and sanitary point of view, is, I think, satisfactory, the maidservants sleeping in the house, the menservants outside. There is plenty of house accommodation for the labourers, because we live near a town, with good gardens and many small allotments; they are held of the owner with few exceptions, and are not subject to restrictive conditions as to employment. The labourers have many opportunities for self-improvement, which I am sorry to add they do not avail themselves of, caused by the facilities for drinking. I do not imply that our young men as a rule are drunkards, but their time is idled away in this connection, consequently they are not nearly as intelligent as they might have been. In my opinion the best remedy to cure this evil would be to place the control of the trade in the hands of the people. Captain Rowley Conway owns almost the whole of this district. I am also glad to state that he is a very liberal minded gentleman. Religion or politics have never disturbed the good feeling between him and his tenants. He has given a free gift of land of considerable value to one of the dissenting bodies of the town for building purposes. Also when the parish council is elected he intends to give a piece of land for the building of a hall for town purposes. Also about 150*l.* which he has collected to the building fund. I shall now attempt to state a few of the principal causes of the depression, and suggest remedies. The depression in agriculture has been brought about by the omission to free the land of its burdens at the time when the Corn Laws were abolished. The omission would have been felt before this had it not been for the fact that this country was at the commencement of the 30 most prosperous years in its history, owing to the development of steam and its application to railways, ships, and the working of our manufactories; the sum of money so spent and earned must have been enormous. During those prosperous times the land held its own, in spite of all the unjust imposts, but now the greatest and the most important industry has come to a standstill. As far as I can see, there are but two ways to start it again, namely, to raise the value of produce or lower the cost of production. The unlimited foreign supply and free trade forbid the first, so we must fall upon the second. The cost of production can be summed up under two heads, viz.:—Rent, including tithe and rates; and cultivation. We cannot hope to reduce the cost of cultivation, as we have nothing more to expect from machinery, and labour is getting higher. *Land must be let at its value.* Rent must be greatly reduced, especially now that wheat is sold at 17*s.* per quarter. A reduction of 10*s.* per acre would be a very small reduction, but to expect the landlord to reduce the whole from his portion would be unreasonable. It has been stated over and over again, that estate expenses amount to 25 per cent.; that cannot be reduced. Whomsoever may be the owners of the soil, whether a State, a syndicate, a landlord, or a tenant, 5*s.* per acre, estate expenses added to the proposed 10*s.* per acre reduction, would leave

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[Continued.]

Chairman—continued.

but a small balance to the landowner. The tithe ought to be redeemed, and the rates taken off the land. It has to bear the burden of highway rates, sanitary rates, and poor rate, and the pressure of all new Acts. Income derived from the land ought to be taxed precisely the same as income derived from other sources. The sovereign derived from the land, as far as I am able to calculate, is rated to the extent of 2s. 6d. This is the bimetal issue that causes agricultural depression. We were told not long ago that farming could not be a State-aided industry. We do not ask it, and all we require, and we have a right to expect, is that it be not a State oppressed industry. The farmers ought to be protected by the three F's. All disputes as to rent, &c. between landlord and tenant ought to be settled by arbitration, however constituted, whether by State-appointed valuers, as suggested by P. P. Pennant, Esq., or by a court. It is often alleged that such arbitration would engender very bitter feelings between the landlord and tenants. In my opinion, it would be the reverse. The fact that a case of dispute could be referred to a third party would materially lessen the friction between the parties in dispute. At the same time, I would advise every farmer to avoid applying to any tribunal unless he was forced to do so. I also respectfully suggest to the landlords, when making a selection of a tenant, to select one that has nothing but farming to depend upon, provided he has the necessary amount of capital; also to bear in mind what Mr. Pennant said respecting abatements, that it

Chairman—continued.

would be better to make a reduction than prolonged abatements; the reduction in rates would consequently follow. Unless something can be done for the land, the ruin of the whole community must of necessity follow sooner or later. It is hoped that means will be found to bring back the worker to till the soil, and establish once more in the land a happy and contented people.

Professor Rhys.

64,465. Is it still usual to hire labourers at the foot of the cross at Rhuddlan?—It is not.

64,466. When did that cease, do you say?—12 or 15 years ago, I should say.

64,467. Do you remember it?—Yes, very well.

64,468. The Conway family at Bodrhyddan used to give a great deal away in doles, and so on, to the Rhuddlan people and the tenantry round about years ago. Does that continue?—I do not know to what extent, but it does continue to some extent.

64,469. Do you think it did good?—Undoubtedly it did.

64,470. More good than harm?—Well, to the very old people that get it, it must have done good, but it is a system I do not approve of.

64,471. You do not approve of it as a system?—No.

64,472. And it does not continue to the same extent as it did in former years?—No, it does not.

The witness withdrew.

Mr. JOHN D. JONES called and examined.

Chairman.

64,473. You are a tenant farmer?—Yes.

64,474. What is the name of your farm?—Bodoryn.

64,475. It consists of 340 acres, and no sheep run, and you rent it under Mr. H. R. Hughes?—Yes.

64,476. You have been 40 years on the farm. There are no enclosures, and you know of no enclosed land or sheep walks. Does any difference come between you and your landlord as regards politics, religion, or language?—Not the slightest, my Lord.

64,477. Of course agreements are more common than leases, there are no leases. Are there any clauses in your agreement which you object to?—No, as my landlord does not enforce any clause that is restrictive.

64,478. Is there any difficulty in getting a copy of the agreement?—No.

64,479. How do you fix the rent?—At a lump sum.

64,480. Of course the rent of small holdings is higher in proportion than that of big ones. We have heard that over and over again?—Yes.

64,481. There are no services in addition to payment of rent?—I have to carry about 20 tons of coal.

Chairman—continued.

64,482. Is that enforced?—Yes, but I do not consider it any hardship at all to do it.

64,483. Is your rent increased or decreased? It is only decreased by abatements; it has not been increased.

64,484. I do not think I need ask you about consolidation, we have heard such a great deal about that. Is there any sub-letting?—No, no sub-letting.

64,485. Then your rent is paid like that of the other tenants?—Yes, my Lord.

64,486. Do you know anything about borrowing money to pay rent?—I know a great many farmers have to borrow money to pay rent.

64,487. You think farmers are poor?—I think they are losing money.

64,488. And it is a hard struggle to keep on? Yes, it is.

64,489. Do you think the rents are too high in your district?—According to the price of the produce they are.

64,490. And you think they are sure to come down?—I do not know, I am sure.

64,491. Do you think the farmers can go on paying the rents they do, or not?—They cannot go on for any length of time.

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MR. JOHN D. JONES.

[Continued.]

Chairman—continued.

64,492. Are labourers scarce, or are there many labourers?—Labourers are scarce in the district. If it was not for machinery we would be very badly off.

64,493. I suppose the cultivation is not so good as you remember 20 years ago?—No, it is not.

64,494. On account of the reasons which I think we know pretty well?—Yes.

64,495. There is no waste land in the neighbourhood that you can farm profitably?—No, none to my knowledge.

64,496. And arable land has gone down to pasture?—Yes.

64,497. Of course we know the reasons of that. Then we know, I think, what the landowner does in the way of improvements; we have had Mr. Hughes of Kinnel's tenants before us. What do you think of the Agricultural Holdings Act; is it in use?—I do not know anything about it.

64,498. Do you know anything about game?—I am not troubled much with game. I have not any large covers near my farm.

64,499. And I think you keep the ground game down pretty close?—Yes. It is difficult sometimes to get a rabbit when I want one for my own use.

64,500. Are you in favour of a land court or against it?—The relations between my landlord and myself are very good. I should not like them changed at all. I think they are very satisfactory.

64,501. So far as you are concerned you do not desire a land court?—So far as I am concerned.

64,502. But I daresay you have heard of cases where you might think a land court necessary?—Well, I do not know.

64,503. You would rather not say anything about that. The present depression, I should take it, is from the enormous quantity of corn

Chairman—continued.

that comes in, and from low prices and rates?—And foreign competition.

64,504. And foreign competition, and so forth. Are you a protectionist; or have you any plan for making things better?—No, I should not like to venture an opinion.

Sir John Llewellyn.

64,505. You did not tell us what your acreage was, and the rent. What is the acreage?—The acreage is about 350.

64,506. And the rent?—497*l.* 2*s.* 6*d.*

64,507. You have a very large holding?—The tithe is 85*l.* 7*s.* 4*d.*

64,508. Then as to the carrying of 20 tons of coal, I suppose you look upon that as money's worth out of the rent?—Well, I do not think that service is so taken.

64,509. It is not so stated?—No.

64,510. But it is one of the conditions of the taking, and I suppose if that was not in the agreement perhaps the rent would be to that extent a little higher?—I do not think so.

64,511. You think not?—I do not think so.

Chairman.

64,512. I have a question to trouble you with from Mr. Llewellyn Jones: "You say that 'politics do not interfere between you and your landlord'?"—Not the slightest.

64,513. Mr. Llewellyn Jones' questions continued: "Is not your farm let at an exception—'ally low rent'?" Do you consider it an exceptionally low rent or not?—No, I do not.

64,514. "Was your uncle the agent of the estate for a number of years?"—He was.

64,514A. "Is the farm let you at the same rent as it was to your father?"—The same rent, exactly.

The witness withdrew.

Chairman.

64,515. I have handed to me a report from Mr. Griffiths, Commissioner, who was requested to visit a certain farm, called the Goblin Farm, near Denbigh, which is as follows:—

"To the Chairman of the Welsh Land Commission.

"MY LORD,

"I HAVE just visited the Goblin Farm, Denbigh, and found the buildings in a most deplorable state; no dwelling-house, no dairy, no piggeries, cart-house or fowl-house, and otherwise

Chairman—continued.

very inadequate for the requirements of the farm. I consider the farm would be very dear with the above necessities supplied. One field only may be termed accommodation land, nearly one-half arable; the remainder requires more or less draining. The holding is well farmed, reflecting great credit upon the occupier.

"I am,

"Your humble servant,

"J. M. GRIFFITHS."

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Mr. JOSEPH JONES.

[Continued.]

Mr. JOSEPH JONES called and examined.

Chairman.

64,516. Are you a tenant farmer?—I hold some land, but I appear before your Lordship as the poor law guardian and waywarden of our parish. With reference to land in our parish, I can say that with very small exceptions it belongs entirely to two landlords, namely, R. W. Wynne, Esq., Garthwin, Llanfair, near Abergele, and I believe to the Countess of Dundonald, the heiress of the late R. B. Hesketh, Esq., of Gwrych Castle, who died about five months ago. We, as a parish, were compelled about 16 years ago to adopt a drainage scheme, and by that scheme had to have a piece of land to place filtering tanks, &c. That scheme cost the parish 1,070*l.* Along with the scheme we were compelled to take the water supply, which cost us 660*l.* 6*s.* 8*d.* With reference to that scheme, we had, as I have said before, to have a piece of land to place filtering tanks, and we made an application to the owner of the land for the said piece, and had to pay him a rent of 5*l.* 12*s.* a year for 1 rood 5 perches of land, under a lease dated August 14th, 1879, which I herewith produce (*producing lease*). Afterwards our medical officer advised us to have an additional piece of land, which was obtained from the late R. B. Hesketh, Esq., and for which we have to pay a rental of 5*l.* a year. That is, for about half an acre of land we have to pay a rent of 10*l.* 12*s.* 6*d.* a year. I may mention that the whole village is built on a lease, on the expiration of which it will become the property of Mr. R. W. Wynne or his heirs. We have in the village over 45 houses without back doors, and out of that number there are 36 houses without any kind of garden, and a vast number with but one living- and one bed-room. I can instance several cases where the husband and wife and six children sleep in the same room. There have been repeated applications made for land for building proper houses for the working men of the village, which invariably have been refused. It has been said during election time in the presence of one of the largest landowners in the county, that there was a necessity for the better housing of the poor. There was also mentioned the inconvenient and unpleasant duty the cottagers have to perform on account of not having proper accommodations. Many also of the middle classes have made repeated application for land to build lodging-houses and places of business, and have failed to secure land on any condition for such purposes, which to a very large extent hinders the progress and development of the village as a watering place. Even the railway company have failed to get a piece of land to build a house for our stationmaster, who had until lately to walk about 1½ miles, and even now has to walk some distance from the station to his house. I may mention also the case of the different religious bodies of the village, who have been put to shameful inconvenience because they cannot secure any sort of land to build their chapels. I personally have been along with others making application for land to erect

Chairman—continued.

a Wesleyan Methodist Chapel, but we were refused point blank, without even a reason, which I considered a most uncharitable and unchristian spirit. The Calvinistic Methodists have a little chapel which they built on a lease, which expired some 26 years ago, and ever since have been paying Mr. R. W. Wynne 5*l.* a year. The outside measurement of the chapel is only 27 ft. 9 in. by 24 ft. 9 in. They find the said chapel far too small and out of the reach of the congregation. They have made repeated application for land, but have been refused by Mr. R. W. Wynne, and from the late Mr. Hesketh they did not even have a reply. The Baptists also have their chapel built in an out-of-the-way place, for which they pay a ground rent of 1*l.* a year to the representatives of the late John Hughes, Geuffos. They also (the representatives of the late J. Hughes) pay to Mr. R. W. Wynne. They also have been repeatedly refused permission to build a new chapel. I have also to state that several of Mr. R. W. Wynne's tenants have suffered great losses of a severe nature because they had not proper places to keep their cattle. As an instance, I may say that one of his late tenants confirmed a previous statement made to me last Wednesday in the presence of an independent gentleman, that he lost seven valuable cattle through starvation, the effect of improper cowsheds.

Professor Rhŷs.

64,517. You mean he lost them from cold?—Yes, but that is the word he gave to me last Wednesday.

Chairman.

64,518. You had better use the word "cold"?—Yes; I would not have used the word myself. I give it in his own words, I know of several farmers who took farms in our district in a very uncultivated state, and after many years of untiring labour were able to bring their farms to a high state of cultivation. What has been the result? Mr. Wynne visited those farms during the harvest season and increased their rents; in one case a rise of 17*l.* was asked, but after some correspondence he imposed an increase of 10*l.* That is but one instance of where capital and labour of the farmers is used to reap benefit to the landlord. I also know of a small farm where the father, son, and grown-up daughter have to occupy the same bedroom; the old gentleman being an invalid, and there being no fireplace in the room. The sanitary board have condemned it some months ago, and have written to the landlord, drawing his attention to it, and in reply he promised it should be attended to this summer, but up to the present no action has been taken in the matter. It may appear strange to the Commissioners that so very few tenant farmers have appeared personally before the Commission to give evidence, but several have told me, in the presence of an independent gentleman, that they are afraid of

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Mr. JOSEPH JONES.

[Continued.]

Chairman—continued.

the consequences, and have a horror of a repetition of the events of 1868, and they cannot be convinced that they are protected by law from any evil consequences. I can state personally, having been a candidate for the county council for the rural district of Abergele, Llanddulas, and St. George, that they have promised me their support, and they gave me their support, but when meeting them on market days and fair days they would "shy" me—they were afraid to be seen talking to me on such days—afraid of their agents, and those who carry the tales to them. I may say that my family were the victims of unjust landlordism. My grandmother was evicted for having voted in favour of a local board.

64,519. What year was that in?—Really I could not give you the exact date.

64,520. About how many years ago?—I should say it would be 1863 or thereabouts.

64,521. Your grandmother was evicted about 1863 for voting in favour of the local board?—Yes, contrary to the wishes of her landlord. I am glad to say that the people have now become so enlightened as to the necessity of having a local board that the Abergele and Pensarn Boards are now combined, and it is standing as they wished some years ago. My grandmother was evicted for having voted in favour of the local board, contrary to the wishes of her landlord, and the same landlord even used his tyranny to try and harm the representative in the third generation.

64,522. Who is that?—That is myself.

64,523. But who is the gentleman?—He was the late Robert Bamford Hesketh, of Gwrych Castle.

64,524. But he is dead, is he not?—Yes, he died a few months ago. But if you will allow me I will just give you an instance of how landlords, when magistrates, act tyrannically to people who do not happen to hold the same political views, or do not happen to be Church people.

64,525. Certainly, anything you like to mention, please do?—I went to live in the place I am in at present under very peculiar circumstances. My sister lived at a small hotel called "The Valentine," at Llanddulas. She died and left four little girls, her husband having died 18 months previously. Pressure was brought upon me to go there and keep a home for these orphans from my brother-in-law's side and from my sister's side—my mother's side. I went there, and in the natural course of things I had to get a transfer of the license. The police officer then on the ground told me: "You be prepared. Mr. Hesketh is going to oppose your license, and do all he can to stop your getting the license." That was what the police officer told me, but at the court the chairman that day was the late Mr. J. Lloyd Wynne, of Coed Coch, and I heard him with my own ears, turning round to Mr. Hesketh and saying, "This is the house you have been talking to me about, is it not?" and Mr. Hesketh said, "Yes." I was represented there by Mr. R. W.

Chairman—continued.

Williams, solicitor, of Rhyl, and he produced testimonials from the Rev. David Evans, vicar of Abergele, from the late Dr. Griffiths, and from the late Mr. E. Lloyd, postmaster of Abergele, it being my native home, and from the rector of Llanddulas, and with those testimonials Mr. Hesketh asked to see the one from the rector of Llanddulas, and after he had seen that he had not the courage to raise any objection to my license; but his intentions were, if I was not prepared with testimonials there, to have objected to my license.

64,526. You got your license?—I got my license, but I am only just showing you under what tyranny we have lived. I will be very brief, but I think this is a matter of great importance to the public in general. I may mention, also, the case of the closing up of a quarry in our parish, commonly called "the Parish Quarry," where we got the metalling for all our main and bye-roads. What I mean is, the county council roads, and the highway board's roads. It was used for that purpose for over 48 years, but the adjoining landowner has closed it—the agent is present, and hears what I say—and put up a gate and locked it, and we are compelled to get the metalling now at great inconvenience. I may further state that the adjoining parish used to make the same use of it. It is considered a great hardship on us. With reference to the commons in our parish, I may state that several of our great landowners have made several important enclosures, while another small landowner, who enclosed a piece of the common land for recreation purposes, was harshly treated, his fences being pulled down on two occasions by the direction of the lord of the manor. I know of a case of eviction on the late Mr. Hesketh's property. There were a few cottages built at some period or other on this common, and there happened to live in that row of cottages a man of irreproachable character, which would bear the keenest investigation, and all the tenants were given notice, but this man happened to be an agent for Mr. Gee and others, selling the Welsh Radical papers, and he happened to be a member of the Wesleyan body. The notice was given under the pretence that they were going to make two houses into one. This has never taken place, and all the tenants were allowed to remain in their holdings, with the exception of this poor man, John Williams. Had he been a poacher, or had he been a drunkard, or a thief, it would have been another thing, but he is a man, as I have said before, of irreproachable character—only he had sinned against them by selling Radical papers. I may mention, while I am on the subject of this common land, that it is a very odd occurrence that you find gipsies allowed to rear their tents on this common land. I have, with others, made an application. We have been trying for the last four years to get land to erect a chapel upon, in this neighbourhood of Rhyd y foel. This is another case; it is not the same chapel to which I alluded in my previous statement.

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Mr. JOSEPH JONES.

[Continued.]

Chairman—continued.

I am glad that I am able to bear testimony here that all of the landlords are not of the same disposition, and I am glad also to bear testimony to the generosity of the late General Wynn. He, a few months before his death, in exchange for an old chapel, granted to us land to build our chapel upon. His kind lady sent us two guineas when we laid what we called the memorial stones. She sent us another two guineas on the opening day. But I can say that there are others in the neighbourhood—that *were* in the neighbourhood (and I say it without fear of contradiction)—that would have, if it had been in their power, put a match and burned every chapel in existence.

64,527. Mr. Vincent asks: "As a matter of fact, are several plots of land for sale for building purposes in your parish?"—I may say that there is a board up, saying that there is land for sale, but I have been personally, and if you would allow me I have another independent witness here who has been personally to the owner of that land, and we have failed to obtain any terms whatever. Whatever I have said here in evidence I am ready to come and stand by, in any court.

64,528. There are plots of land advertised to be sold, but the owners will not sell them. Is that the fact?—That is the fact. I can give you the names of solicitors.

64,529. That is all I want to know. Mr. Llewellyn Jones asks: "Do you know whether the rents of farms on any estate in your district have been raised within the last few years?"—I have just given you one instance, and I may also state that the very gentleman who did own these farms raised the rents of, made a public auction sale, and, strange to say, all those farms that were brought through the labour of the farmers to higher cultivation were sold when the other farms were not bid for. I have only given you one instance. I

Chairman—continued.

can give you many, but I do not want to tire you.

64,530. "If so, on what estate have the farm rents been raised?"—On the estate of R. W. Wynne, Esq. of Garthwin.

64,531. "Was a meeting of the farmers of the district held at St. Asaph some time ago?"—Yes.

64,532. "What was the object of the meeting?"

I happened to be at the board of guardians, and the board was broken up before its time so that we should have free access to this meeting. When I got down there they said they had sent 300 circulars out to invite farmers to come there to see what was to be done with reference to making an appeal to the landlords in general for an abatement. I happened to be the president that evening, and I may state that there were not present from Foryd up to Colwyn Bay, along that patch, more than two of Mr. Hughes of Kinmel's tenants. My Lord, I wish to be very precise—two from that district. I could mention others that were there from the Bodfari side.

64,533. Mr. William Jones asks, "To what reason do you attribute their absence?"—It was said there by gentlemen who are looked up to as authorities on agricultural matters—I could give the names—that they were afraid, they were too much of cowards to attend a meeting of that character. It has been said, and I have read it myself, that the farmers are not afraid, but I can vouch for it that they are afraid to appear before you. It was only the day before the meeting that several told me they were glad there were some independent persons in the country to fight their battles. I asked in my opening speech at that meeting, "Was it a fact that there were only two of Mr. Hughes' tenants that wanted a reduction—seeing there were only two of them present?" The answer was "No."

The witness withdrew.

Mr. JOHN OWEN HUGHES called and examined.

Chairman.*Chairman*—continued.

64,534. What is the statement you desire to make?—This afternoon I went with Mr. Gee's assistant to the "Baner Office" and examined the "Baner" file, and I found that of the extracts quoted to-day there are three what the as-

sistants call editorial extracts and four editorial notes, the others being from correspondence.

64,535. Have you marked the editorials and correspondence on a list which you hand in?—Yes, my Lord (*list handed*).*

Adjourned.

Re-examine
65,472.

* The list stated that the extracts of the following dates were editorial notes:—December 11, 1886; December 18, 1886; December 22, 1886; and August 13, 1887. Those of November 3, 1886; July 13, 1887; and September 10, 1887, being editorial extracts, and the remainder correspondence.

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Mr. O. WILLIAMS.

[Continued.]

The Town Hall, Denbigh, Denbighshire, 6th September 1894.

Second Court.

PRESENT :

LORD KENYON (IN THE CHAIR).

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. OWEN WILLIAMS called and examined.

Lord Kenyon.

64,536. You have a statement of your evidence, I think?—I have.

64,537. Will you read it?—I am a farmer, and have been so during all my lifetime, and have been managing my own farm during the last 40 years. I have also been in the habit of valuing for 25 years, and have held a license as an appraiser and valuer for the last 18 or 20 years. I am also a county councillor for the Llandyrnog district, in Denbighshire, and have been a member of the Ruthin Board of Guardians for 16 or 18 years, and the chairman for the last two years. I shall give evidence respecting the greatest part of the Vale of Clwyd, both in Denbighshire and Flintshire. The chief estates to which I refer are: Lleweni, Glanywern, Llanrhaiadr, Lord Bagot's estate, and Cerrigyllwydion.

64,538. Does your evidence refer to the estate of Mr. Hughes, of Kinnel?—Yes, very little, but Mr. Foulkes is here. Where land is mortgaged it is generally let at too high a rent for anybody to be able to make a living on it, and most of the landed property in the Vale is heavily mortgaged, so that the landlords and their agents are squeezing out not only the strength of the land itself, but also the brains, blood, and strength of the poor tenants who occupy the land on such estates. There are some glebe lands in several parishes, most of which are held by the parsons themselves, others are let for a very high rent as they are in general small quillots, and therefore very useful to be attached to small holdings in the different parishes and hamlets. I am not aware of any land held under copyhold tenure. The effect of recent enclosures has been a great loss to the labouring class and poor for turf, &c., for their use. I am not aware of any common land apportioned as recreation grounds anywhere. Squatters' cottages, &c., erected on waste or commons have been taken in some cases by the lord of the manor, the owners being obliged to

Lord Kenyon—continued.

pay quit-rents for them, and in some instances they would be sold to the owners, or occupiers rather, but a great many persons could not find money to buy them, and therefore lost them for ever, although they were built by the occupiers or their parents. The right of sheep walk is sometimes vested in the lords of the manors or landlords of the adjoining farms, and the rents are higher on account of there being such sheep walks. They add to the burden on sheep farming, but on the whole sheep farming has been hitherto better off than any other farming. A good many farmers of the best character have lost their homes on account of difference in politics, language, and religion; also applicants for farms have in some cases had but a poor chance for good farms unless they were of the same opinions as the landlord and agent. I could mention facts to prove this, on more than one estate, and in fact, in times gone by it would have been much better and more straightforward if the agents when advertising their farms to let would put in at the bottom—"No Nonconformist or Liberal need apply." By this time some of them have found out their folly, and they try to secure the best farmers as their tenants. Very few of the agents have received any special training for the supervision of agricultural land, and in many cases tenants have experienced great hardships and inconvenience on account of difference in language, and especially on account of their ignorance of land and its requirements but I am pleased to say that we have a few honourable exceptions. Then as to occupation: The most usual term of tenancy is yearly, and the most usual date of entry in the Vale of Clwyd is on the 30th November, for all land except one field as a boosey pasture, which is in the possession of the old tenant, with the house and buildings, up to 1st of May following. Farms in general are let from year to year, but there are some let on leaseholds. There was a great demand for leases from 15 to 30 years ago, and

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[Continued.]

Lord Kenyon—continued.

it was very difficult to get them then, but people are afraid of taking land on lease now on account of the great depression for the last 14 or 15 years, as they find those who had them then had great difficulty in coping with the times, but some of the good landlords have met those who had leases by granting them considerable abatements. Tenants do not readily accept leases. By this time there is not so much difference between leaseholders and yearly tenants, although there may be a few exceptions. Changes of tenancy are much more frequent than what they were in former years, and this is attributed to the bad times, a good many farmers having failed of late years. A great many cases of hardship have arisen; it would be easy to name a few out of the many. In resuming occupation of a field or plot for building purposes, landlords in general neither give notice nor compensation, and I know of instances where a change has been made of fields from one tenant to another, and where the landlord or agent took advantage to charge more on the new tenant than he used to get from the old tenant, and did not allow the same to the old tenant as he charged on the new. No compensation is given to the tenant for timber cutting, but in some cases he gets the branches for making up the hedges and fences, after cutting or lopping trees. The tenant has to make up all gaps. Timber felling takes place at all times of the year, whether it is convenient to the tenant or not. Agreements, in general, are the same throughout the Vale, though there are some much more stringent than others, but they all agree not to let the tenant sell any crops off, not to plough a certain field or fields, not to sow more than one or two crops of corn without an intervening green crop, not touch the trees, but to cultivate the land in the most husbandlike manner, to preserve the game, to pay rent, and all tithe, rates, and taxes, &c. I hope to produce some agreements to the Commission, which will show oppressive clauses which have a very bad effect on cultivation. As the tenants are obliged to live from hand to mouth, it deprives them of any heart to cultivate in the best manner for the sake of the land. Penalising clauses are very common, but not so often enforced, except when a tenant is leaving. "Are tenants usually given a copy of the agreement or lease, or if Welsh speaking, are their contents explained to them?" No, not always; on some estates, although they are promised when the tenant signs it, they are never given; in many cases the landlord has no Welsh speaking agent to explain their contents, and the most general remark is, "We will not look much after your mode of farming, you may do just as you like, but should you some day feel inclined to leave the farm the agreement may be of some use then." Rent is usually fixed at a gross sum, but sometimes at so much per acre. With regard to rents they differ fearfully in different estates, though being neighbouring estates. As a rule small holdings are rented higher than on very large farms especially. The rent on upland farms varies from 10s. to

Lord Kenyon—continued.

20s. per acre, and on lowland farms from 20s. to 35s. per acre, and sometimes between that sum and 50s. Pasturage over a common is taken into consideration when rents are fixed; other services than the payment of rent are rendered by tenants in respect of their farms, such as carting coals, bark, and other materials. The value of these services varies from 2*l.* to 5*l.* a year. Tenants feel these services very irksome, and they feel them more oppressive than high rents. As to how rents are fixed, sometimes they are fixed on the basis of a valuation, but very often practically to the highest bidder. Often they follow old rentals, and when a change of tenant occurs there are some landlords and agents who endeavour to raise the rents, but when they fail, then they let it as heretofore. I know of instances where farms are let to the highest bidder, but practical agents are well aware that the system will not hold good; either they are let to people unaware of farming or they are let to people without sufficient capital. I do not know of arbitration in the legal sense of the word, but I am aware of some landlords asking a practical person to go over their farms in cases where they could not agree themselves, and afterwards letting them at their valuation. Rents have been raised on almost all the estates along the Vale of Clwyd during the years between 1840 and 1880. In the last 10 or 12 years there have been permanent reductions. In most cases temporary abatements were given, from 5 per cent. to 25 per cent., and there may be some instances of even more than that. Sometimes notices are given of such abatements with the notices of rent audits, declaring also that the abatements are only given to those who will pay at the rent audit. On a good many of the estates, as well as on individual farms, the rents have been raised or reduced on a re-valuation, conducted in several instances by men from London or other distant places. These valuers proved themselves most unfit for the work. I shall have to point this out on the Llanrhaidr estate, for one, in years gone by, and the Garthewin estate, although I have not named the Garthewin estate before.

See 64,539.

64,539. Where they have been re-valued?—Re-valued. Prices of corn and stock have been fluctuating very much.

64,540. I think we have heard that pretty well; prices have fluctuated, and the rents are generally paid as soon as they become due, and we have heard how the taxes are paid. I think that is pretty much the same everywhere?—Yes.

64,541. Then will you go on to local rates?—Local rates have more than doubled, and in many instances more than trebled; all are paid by the tenant. Then as to the average size of farms, they are from 80 to 100 acres. A great many holdings were consolidated 20 to 30 years ago, the object no doubt being to avoid new buildings, and keeping up old places. The consequences of these consolidations have been bad in most cases, though there may be a few

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exceptions. Upland farms have been mostly consolidated, which has had no beneficial effect on production. In some cases pieces of land have been forced upon tenants, being added to their farms against their will. In these cases it has often led to unhappy results, as the tenant had not enough capital to take upon himself the cultivation of any more land than he already had. The consolidations have had a bad effect on the employment of labour; but no doubt they have saved the pockets of the landlords, as they were saved the expense of building. Population has decreased to a considerable extent in the country, and a good many cottages have gone down in consequence. Small farmers as a body are most skilful in their mode of farming. Small holdings as a rule are more highly rented, on account of there being more applicants for small than for large holdings. Small holdings as a rule are better cultivated, but we have some instances of large farms most efficiently cultivated, some by landlords themselves and some by tenants. When tenants have plenty of capital they can manage well on large farms, although I would advocate far more small holdings than exist at present; yet I think it is well to have some farms of from 100 up to 400 acres, as I think they can employ proportionately more labour than small farms. Small farmers are most able and skilful, and can best meet times of depression. In some parts of the country there is a scarcity of labourers, especially for harvest operations, and if farmers had the means of employing more at other times of the year they could find enough work for them. There is some land insufficiently cultivated, and that for the very reason given before—no means. Not much land has been reclaimed in the last 30 or 40 years, but before that time a great deal of waste land was enclosed. A great deal of arable land has been laid down for permanent pastures, nearly all at the expense of the tenants. There has been a great increase in the growing of root crops, but not so much summer fallowing. The change in the nature of agriculture pursued in my district has had very good effects from permanent pasturing, and especially root crops. Landlords in general make new buildings and repair the old ones, sometimes draining the land, but the tenants also do a good share in buildings and repairs on several estates, and especially in drainage. Very often the landlord will pay for the pipes, and the tenant carts them and does all the labour. Also tenants pull down old crooked hedges in making new ones, as well as fixing new gates and posts. Tenants as a rule have to take their chance for remuneration; on some estates tenants have to pay per-centage on improvements of from 5 per cent. to 7 per cent., and I know very few instances where the tenant has been compensated for his improvements. I believe nine landlords out of every 10 contracted their tenants out of the benefit of the Agricultural Holdings Act, 1875, and a great many agents do the same with the custom of the country. It is very

Lord Kenyon—continued.

seldom that farmers apply for the written consent of their landlords for specific improvements; one reason is that a great many farmers do not understand the requirements of the Act; another reason is that those who apply are refused. Then as to the custom of the country, in my district as to the allowances to outgoing tenants, tenants are to get one-half of growing crops as a rule on going away.

64,542. That is the custom of the country about here?—Yes; but when sowing in summer fallow he gets two-thirds, but according to the present prices of wheat, and also the restrictions devised and put on the tenant, it is not worth sowing wheat for the off-going tenant, as it does not pay for the outlay and labour unless he gets the straw off. Then tillage and cultivation. The outgoing tenant, as a rule, has no right to cultivate the soil, but on a few estates he can plough and prepare the land for the new tenant. No payment for manure is allowed where there is an agreement. Consuming price is allowed for left crops. There may be a few exceptions, when straw and hay is unconsumed, when they are obliged to leave them without any remuneration at all. According to the custom of the country, there is nothing left to the old tenant for permanent improvements unless there is some honour in the landlord. The right of the outgoing tenant is that after the 30th of November he gets only the house and outbuildings, and only one field as a boosey pasture, and that in most cases is selected by the landlord or his agent, for his cattle up to the 1st of May, in order to consume his crops. He is also paid for the seeds sown in the last spring. The incoming tenant gets all the land on the 30th November besides the boosey pasture, and he also gets a stable for his horses. The liabilities are as to mode of cultivation, according to the custom of the country—I am not speaking of agreements now, I am speaking only of the custom of the country—that he is to leave a third part of the arable land in grass, and not to sell more than the year's crop off the premises. I know of many cases where the outgoing tenant has failed to obtain sufficient compensation for his improvements. I might name a few cases, such as Plas Ashpool, Plas Coch y Waen, Graigfawr, and other places.

64,543. What estates are those on? First of all, Plas Ashpool?—Plas Ashpool is on Dr. Arderton's estate.

64,544. Then Plas Coch y Waen?—Plas Coch y Waen is the estate of the executors of the late Canon Brown.

64,545. Then Graigfawr?—Graigfawr belonged to the late Rev. Mr. Salisbury, to Colonel Salisbury now. I should be very glad if anyone here who represents them would cross-examine me about this.

64,546. Very well, Mr. Owen Slaney Wynne will take a note of the names?—The names are Plas Ashpool, Plas Coch y Waen, and Graigfawr. Those are the three outside estates I mentioned. I happened to be valuing them. Then

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as to compensation being given for the general improved condition of holdings. None by the landlord; a new tenant might give in some instances for the sake of getting possession of the holding. No right whatever is recognised as belonging to tenants to dispose of their interests in their holdings, and in most cases the outgoing tenant is denied the privilege of finding a new tenant. In general the sheep are valued by arbitrators throughout, and in general the value of the wethers is given for the whole lot through. As to game preserving, all are preserved in most cases. The Ground Game Act is seldom properly used; in most cases the tenants dare not do so, they are too much afraid of the consequences. I should like to point that out particularly with reference to the Llanrhaidr estate further on, and Colonel Cornwallis West's estate, and the Lleweni estate. I allude only to the game trespass on these estates. In some parts much damage is done by game to the crops; in some cases they are compensated to some extent by having the trespass valued by appraisers. I do not know that the tenants are, as a rule, expected to go and beat the covers. Game preserving acts very badly on the cultivation of the land, especially rabbits, as they spoil and destroy all sorts of crops. I have myself in recent years been a very heavy sufferer through game trespass, having lost no less than 500*l.* in nine years on the Llanrhaidr estate. I was tenant on the Llanrhaidr estate, of Carregy Pennill farm.

64,547. That is from damage by game?—From damage by game. It was estimated at that by a competent valuer, and I might as well say now that I never got a single cent compensation for all that damage by rabbits and other things. That is over 25 years ago; I have left there 25 years ago. It estranges the relation between landlord and tenant. In several instances the game is let to a second or third party. The farmer has to pay the first rent and also to provide grass, &c., for the rabbits. They are preserved by keepers belonging to the second tenant, which is most oppressive on the first tenant, and the landlord gets two rents for the same land. I am happy to say that where I am now I have nothing to complain of.

64,548. You are a tenant farmer now?—I am a tenant farmer on the Kimmel estate, and as to the gentleman who takes the shooting there, I have never had a single complaint; we are on the best of terms. Labourers are tempted to kill the rabbits and other game, and then they are prosecuted. The public generally get no benefit from game preserving. In my humble opinion it would be much better to have the Game Laws abolished. The lord of the manor exercises sporting rights over the Crown lands and commons. Very little, if any, attention has been paid to fruit culture, to horticulture, forestry, poultry farming, or bee keeping, but almost all farmers deal in some of these, and some, no doubt, are making profit on fruit and poultry. As to butter instruction, we have one of the best dairy schools in England and Wales in the middle of the Vale, where some scores of

Lord Kenyon—continued.

young women and many young men have been well taught how to make butter and cheese. Several of them have turned out teachers in the art under different County Councils throughout England and Wales. A great many more might take advantage of the school if they had the means and time.

64,549. That is at Lleweni, I suppose?—Yes. Very little instruction is given by field experiments. We have had several interesting lectures on agriculture, but we ought and expect to get a good deal more in several parishes during the coming winter. As to the railway rates, all I can say is that they are excessively high; they take all the profits of dealers. All agricultural produce (as well as beasts) is carried over from the United States for less money than we can send them from here to London, or anywhere in the south of England. There ought to be more co-operation between landlord and tenant, and also between employer and employed, and also for purchasing and analysing all sorts of farm stuffs, seeds, and manures especially. Farmers as a rule insure their stock and produce from fire, and on many estates they are compelled to insure their buildings also. A good many farmers, and still more agricultural labourers, avail themselves of benefit societies and life assurance. There are some proprietor farmers, though not very many; their number decreases almost annually. The cause of this is the hard times. There are few who have bought their holdings, but I cannot give dates of purchase; in some cases the purchase money was excessive. I know of a case where a tenant bought his farm much too dear, and in several years afterwards he was obliged to sell it for a great deal less money, and he was very fortunate in his new landlord, and glad to become a tenant again. When he was his own landlord and paying the interest on a heavy mortgage he had become so poor that he was unable to cultivate the land and to maintain his family. But on the other hand, I know of several others who have done well by buying their holdings, and have long ago been able to pay off all incumbrances. Then as to the extent to which tenant farmers and their wives take part in manual labour, I say to the greatest extent possible, in fact, many tenant farmers and their wives work like slaves, and they are obliged to do so or fail. Their children also work, many of them without wages. All they get is their clothes. Hundreds, if not thousands of them, when they get married are not as well off as common labourers, and still this is one great reason for the land famine in Wales. So many farmers' children are obliged to work at home for a very little (if any) money, and they would be very glad of a very small tenement to begin their life. They are unable to be anything else than something on the land. When there is an opening for a place as a bailiff or anything of that kind it is nothing strange to see from 40 to 50 good applicants for the post. The present rents could not be maintained in scores of cases if wages were paid in respect of children's labour. It is impossible to answer the

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questions as to labourers; in some instances there may be plenty of children to do the whole work, while in others there may be no children. Young labourers as a rule are lodged in the farmhouses or premises, while others sleep at home in the neighbourhood. Most of them live on their employers' finding. Most labourers nowadays get from 8s. to 10s. per week with their meals, or from 15s. to 18s., and some 20s. or 21s., with their own meals. In harvest time they get from 5s. to 7s. per week more.

Very few farmers keep diaries, and I am afraid there are but few who keep farming accounts anything like correct. Trade depression began in 1878, and it has never revived but for a very short period once or twice, going back again or worse one time after another. The principal causes of depression are bad prices in every description of agricultural produce, such as corn, beef, mutton, horses, wool, and everything. All classes are affected by the depression, but farmers more so than any other class. It is a very hard task to point out the remedies, but we may be certain that every farmer must get what is generally known as the "three F's." Although many of us may praise our landlords generally, and we have the greatest respect and best feelings towards them, and we are well aware that many of them cannot afford to be without the rents on account of their own as well as their forefathers' folly, yet we must say that they are letting the land by far too high rented. Therefore there is nothing less than a good substantial Land Bill that will answer to the present as well as the future generation of farmers. Some of the conditions of the Land Bill must be (a) re-valuation, and that by competent and practical persons who would know what the land could produce and what rent they could pay; (b) fixity of tenure. It is entirely impossible for any farmer to make his best out of the land with the uncertainty under which he labours under the present agreements, taking them in general. There may be a few exceptions, though I do not know of any. And as to the existing Agricultural Holdings Act, it is entirely worthless, and, in fact, worse, because it would be better for many farmers to have the old custom of the country—free sale of their produce and also of their improvements, if removing, with moderate restrictions. I would suggest there should be a clause providing that any tenant could sell no more than a year's crops out of the last three years of his tenancy. In order to carry out the above, I would suggest the following: When a tenant farmer feels that he is too highly rented, and cannot get his landlord to reduce his rent, that he is to give notice for a re-valuation of his tenement, and that he has the power to nominate his valuer, the landlord also to nominate his valuer, and that the County Council should appoint the umpire in every individual case, the rent after being fixed to stand so for the next seven years, and then to be re-valued if the parties so agree, but that in every case the improvements done by the tenant be taken into consideration, and should not be taken advantage of to raise the rents, or *vice versa*, with the

Lord Kenyon—continued.

landlord. Equalisation of rates: At present nearly all the rates are got from the land. The burden is on the land, while several extensive trades escape all rates, and a good many wealthy people also who are making their scores, hundreds, yea, their thousands, ought to be rated in some way or another. The general relations between landlord and tenant are friendly, as I have said before, but those relations are at a distance. Scores, if not hundreds of the tenantry of Wales never see their landlords, and the few occasions the select few see them is when a son and heir is born or married, and, my word, we are so very loyal then. I have a table of prices here from 1840 to 1893. I think you have had them already.

64,550. Have you included 1894?—No, 1894 is not in.

64,551. I am sorry for that, but if you will hand in the table we will have it on the notes.

[The following table was handed in by the witness.]

Average price of corn for the years 1840, 1847, 1852, 1855, 1859, 1868, 1869, 1876, 1889, and 1893:—

Year.	Wheat.	Barley.	Oats.	3 Quarters.	Tithe.
	s. d.	s. d.	s. d.	£ s. d.	£ s. d.
1840	66 4	36 5	25 8	6 8 5	98 15 9½
1847	69 9	44 2	28 8	7 2 7	99 18 10½
1852	40 9	28 6	19 1	4 8 4	93 16 11½
1855	74 8	34 9	27 5	6 16 10	89 15 8½
1859	43 9	33 6	23 2	5 0 5	108 19 6½
1868	63 9	43 0	28 1	6 14 10	100 13 8
1869	48 2	39 5	26 0	5 13 7	103 5 8½
1876	46 2	35 2	26 3	5 7 7	110 14 11
1889	29 9	25 10	17 9	3 13 4	80 19 8½
1893	27 0	24 0	19 0	3 10 0	74 15 2½
				1875 =	112 15 6½

1893 compared with 1875:—

Year.	Wheat.	Barley.	Oats.	3 Quarters.	Tithe.
	s. d.	s. d.	s. d.	£ s. d.	£ s. d.
1875	45 1	38 5	28 8	5 12 2	112 15 1½
1893	27 0	24 0	19 0	3 10 0	74 15 2½
Decrease in 3 qrs. -				2 2 2	38 0 0

The years 1871, 1872, 1873, and 1874 compared with 1891, 1892, 1893, and 1894.

Year.	Wheat.	Barley.	Oats.	3 Quarters.	Tithe.
	s. d.	s. d.	s. d.	s. d.	s. d.
1871	56 8	36 2	25 2	118 0	
1872	57 0	37 3	23 2	117 5	
1873	58 8	40 5	25 5	124 5	
1874	55 9	44 11	28 10	129 6	
					s. d.
					4)489 5 = 122 4½

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Year.	Wheat.	Barley.	Oats.	3 Quarters.	Tithe.
	s. d.	s. d.	s. d.	s. d.	
1891	31 0	28 2	20 0	79 2	
1892	30 3	26 2	19 10	76 3	
1893	27 0	24 0	19 0	70 0	
1894	26 6	27 0	19 6	73 0	
					s. d.
				4 298 5	= 74 7½
				Decrease -	47 9½

64,552. Now, have you anything further to say?—Yes. I do not know whether there is anyone here representing Lord Bagot's estate?

64,553. Yes?—I have a few facts here respecting the Fachlwyd Ucha farm. Twelve months ago the tenant, being an aged widow, Margaret Lloyd, was under notice, and desired to have the privilege of selling the crops off. Her son, Evan Lloyd, and the auctioneer, in an interview with the sub-agent, got permission verbally to sell the crops, therefore they drew the bills out, and advertised the crops to be sold. When the day of sale came there were scores of intended purchasers who attended, very determined to buy, but before the sale the head agent had sent to the sub-agent that they should not sell the crops out on any account, and he of course found himself in a fix. What was to be done? The tenant was pressing him to the agreement, though only verbal, and was willing to pay 2s. 6d. in the pound for selling out. Then the sub-agent signed an agreement to take the crops at a valuation by deducting 2s. 6d. in the pound out of the valuation. Whether this was done under the knowledge of the head agent we do not know, but it was done so, and the sub-agent took to the corn and sold all crops off after all. Whether the new tenant got the 2s. 6d. in the pound, we do not know. There was a much better chance of a good price to be got that day from the people who had assembled at the sale, and most determined to buy the crops at a very high figure, as crops were so very scarce than by the valuation even it might be a favourable one. The tenants here had been very badly treated when taking the farm in 1882 or 1883; they took it at the old rent, viz., 46l., and to have the house and all buildings in thorough good repair in the first two years. I want to make special comment on that. It was in the first two years. Then the rent was to be raised to 60l. However, they did not get the promised repairs, and they were for year after year without pig-styes and calf shed. In the absence of pig-styes they had to make use of the cart shed; making a partition in that, they managed to turn the hovel into two pig-styes, but their carts were out in the weather all the year round. In the years 1884, 1888, and 1891, they were obliged to carry materials for repairs to the amount of 28l. in value; there was due to them for carting at the termination of their tenancy on this account the sum of 20l. 17l. 1d. To this a claim

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of 20l. was made for the loss of being without pig-styes for 10 years. Of these sums the tenants never received a single penny. Again, seeing the repairs not coming at the promised time, and also the great depression in every sort of agricultural produce, the tenant expected they would not ask for the rise of 14l. in the rent, but to their great surprise after a new agent came to the management he went pretty sharp with them for the arrears, and persevered to get them until the tenant was driven penniless, so that by the termination of the tenancy there was not one year's wages for the son and daughter who had worked there for 10 years, and this was not all the grievance. The son had to sleep in a damp room, and many a rainy night he had to get up from bed quite wet and go to the servant man to sleep; the house was in a most wretched and unhealthy state during the first five or six years they were there as tenants. That was a report I made after being there. I was there as valuer, and they asked me to put that in. I am sorry that the son who lived there is in bed very ill, with a slow fever, and the other is only a labourer now, working very hard in Liverpool, and on account of that they could not attend before you or they would have been glad to do so.

64,554. Did you hear what Lord Bagot's agent said with regard to this farm the other day?—Yes. Then I have another brief statement of a case which I have alluded to on the Plas Ashpool estate. I should like to draw your attention to this. Of course there is no remedy for the tenant in that case hitherto, but this is to show the grievance we have under the Act of 1883. This man was an Englishman, and very well educated, and he knew the Act—at least he came to know it pretty well before he was obliged to leave. I will read a brief statement of the case of Mr. William Smith, who was a tenant at Plas Ashpool, Llandyrnog. In the year 1890 he received notice to quit his farm, and therefore he made a claim for compensation, as he in previous years had laid down three large fields in permanent pasture, and that according to the wish of the landlord himself. He had given up the farm in 1884, as it was too dear. After the farm was in the market for over six months, and several farmers been looking at it, on the 27th of May 1885, the sitting tenant, Mr. Smith, being the highest bidder—(I said in my former evidence that the farms are let to the highest bidder, and I bring this case to prove it)—re-took the farm at a reduction of 50l., on the condition that he was to lay down three certain fields, containing about 36 acres, more or less. I have all the particulars of the case here, but it would take up too much of your time to go through them. Having prepared one field in the previous spring for permanent grass, and the weather favourable, he at once ordered seeds, and they grew well. I want the Commission to notice that on the 27th of May he re-took the farm, and he had in the spring prepared this certain field ready to put permanent seeds into it.

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Therefore, the following day he sent for seeds, which cost him 32s. 6d. per acre, and he sowed this field.

64,555. This was in 1885, was it?—Yes.

64,556. And I understand with the consent of the landlord?—With the consent and by the wish of the landlord. I ought to say that many of the farmers who had been looking at the farm complained that there was too much arable land, that they wanted more grass land, and that the landlord as well as the tenant arranged together that it would be better for them by far to have it so, and it was the wish of the landlord. I want the Commission to notice that there was only a verbal agreement as yet, when he sowed this field, but in six months he received a letter from his landlord, desiring him to go on preparing the other two fields for permanent seeds, and that very letter kept his head to be compensated to the amount of 62*l.* 18*s.* I make this special remark in order to show the technicality of the Agricultural Holdings Act of 1883. The tenant lost the sum of 42*l.* on that account. The tenant's claim as amended was 204*l.* 15*s.* 2*d.* The landlord made a counter claim of 191*l.*, but the award gave the tenant the sum of 62*l.* 18*s.*, and gave the landlord the sum of 18*l.* 2*s.* for repairing ditches and hedges. I am quite willing to be cross-examined upon that if there is anyone ready to do so. I have the particulars of the case here.

64,557. Is that the whole of your evidence?—

No. I will now take another case, the case of Plas Coch y Waen. This is a brief statement of Plas Coch y Waen, landlord, executors of the late Rev. T. B. U. Browne and tenant, Mr. E. P. Jones (now of Aberkinsey). Mr. E. P. Jones took Plas Coch in Nov. 1888 and held the farm for five years, and gave it up in November 1893, under an agreement which shall be produced to the Commission, to which I beg to call the attention of the Commission, especially clause 2, paying of tithe before being due; 7, sowing 10 acres green crops on such a stiff clayish land. There is no more than two fields which will grow swedes; 8, notice in writing of sowing seeds; 9, (second line) reads, and applies to land same year good rotten dung; again the fines, also two days notice. Clauses 11, 18, and 19, very harsh indeed, and carried out.

64,558. Have you got that agreement?—I have the agreement here (*handing same*). I should say that this man was only tenant for five years, but I want to call special attention to clause 9, and to inform the Commission, although the tenant carried to the farm during the first four years of his tenancy in crops, feeding stuffs, and manure, to the amount of 918*l.* 1*s.* 11*d.*, yet as he wanted to carry the crops off in the last year he was fined to the amount of 80*l.*, and that in the face of having improved the land immensely to what he got it five years sooner. I shall be pleased to give details if permitted.

64,559. Is the Rev. gentleman alive?—No, the Rev. gentleman is not alive. It was not in his time, he was dead then. The executors of the reverend gentlemen were the owners and are the owners.

Lord Kenyon—continued.

64,560. Was it Canon Browne's own property?—Yes, it was.

64,561. I see the agreement says, "Canon Browne and others?"—So it was in his time. I have the particulars here of the stuffs carried during the first four years.

64,562. Which you said amounted to how much?—918*l.* 1*s.* 11*d.* between hay, provender, and feeding stuffs of all classes, and manures. He has carted to the value of 184*l.* 7*s.* 6*d.* of manures there, town manure.

64,563. You say he was there only four years?—He was there five years. He carted these all in the first four years, and on that account he wanted the straw and hay off in the last year, of his tenancy, that was the fifth year, having taken another and a more suitable farm to himself he was fined to that amount, after a very hard fight, I think, had been made on his behalf.

64,564. Did he put in a claim for those bills?—Oh, yes, I have a table here to show the Commission if they wish.

64,565. Was there any statement of the claim?—No, not a statement of the claim, but the state of cultivation of the Plas Coch y Waen farm. This is for the years he was there. I made this at the time we were arbitrating—it was only last winter—just to show the state the farm was in at that time, and the state he left it at the end of the five years tenancy.

64,566. You were valuer for him, I suppose?—I was.

64,567. Were you valuer for him when he went into the farm as well?—I was not. I do not know that there was anyone. There was hardly anything to be valued then. The farm was in a most wretched state, and he left it in a better state by far. Some of the fields were able to produce twice as much, if not three times as much crops, when he left it. He was a man of means. He was a very large grocer and provision dealer, having many shops, and he was taking this farm in order to get something for his animals, and he had a hobby in farming as well. Of course he is one of those that I do not wish to make too much of. In fact they are against us poor farmers, who have nothing else to live on, still I only bring on this case to show the necessity of some amendment in this Act.

64,568. Did he get anything for his claim?—Nothing whatever, and of course he cut the crops. He had threshed all the corn. The straw was all valued between him and the agent of the estate to the value of 35*l.* 10*s.*, but he had carried a crop of one field of hay, 9 acres, two crops, indeed, the first and second crop; the first was but a poor one, last summer being so very dry, and he had a better second crop—he had carried those two; he was fined 2*l.* a ton (that was an estimate, and a very high estimate I admit) for the hay, and 1*l.* a ton for the straw. He was also obliged to pay about 12*l.*, if I remember rightly (I have everything here, but I have not time to go through the figures), for not opening all the ditches, which he had done up the very last year.

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Then as to Fron y Cwm, on the Bodrhyddan estate. Two years ago Edward Evans (an old bachelor), having been living for most of his days in the above place, after struggling hard to pay his way. At last he found himself unable to pay any more; he went to the office and informed the agents of the fact, who sent a valuer there the following day to make a valuation of the crops and live and dead stock, and told the old man that he might go, even without informing him how he stood with regard to his rent or valuation; in all probability he would have been left to go away entirely penniless only for the interference of some friends on his behalf, who after some time succeeded to get him about 112*l.* out of the amount of valuation of his chattels. From the account of his rent book it was seen plain enough that he had paid his rent in full during the six years he had been tenant after the death of his mother. It was in her time the arrears of rent accumulated; the farm was too highly rented by far, and out-buildings very much out of repair, and the house unfit for habitation. I never saw a human being living in such a wretched place. In other words, during the time his mother was farming they sunk over three years rent in about eight years.

64,569. They got three years in arrear do you mean?—They got three years—it was nearer four years; it was 3½ years, at any rate. I have the particulars here.

64,570. Have you the particulars of the rent; how much was it?—64*l.*

64,571. How big was the farm?—I did not find any agreement there. When his mother died I asked him particularly, there were two of us asked him particularly, when did he become tenant? He said he had never become tenant in his own mind. I said, "You must be tenant since 'the death of your mother.'" "Well, I suppose 'I must,'" said he, "but all they said to me was, 'Go on.'"

64,572. He never signed a fresh agreement?—He never signed a fresh agreement, nor anything, but he was foolish enough to go on, and they put upon him the burdens that were due from his mother.

64,573. The previous arrears?—The previous arrears. The rent is 64*l.*

64,574. What was the size of the farm?—I think he said there was a mountain, what we call waste land, a common attached to it; it was not above 36 acres, besides the mountain, and the mountain was to be fenced. They promised one year after another to fence it out to him, but they did not do so, and the neighbouring party would not allow him to turn anything to the mountain on account of that. It was a very good mountain, very good grazing for sheep and mountain ponies, or something like that, but he was not able to turn to it. This is the rent book—(*handing same*)—and I have some receipts here as well, showing that he paid during his time, during the six years he was there, every penny they wanted, and in the end there was a valuation. I have it here.

Lord Kenyon—continued.

64,575. Do you know when the rent days were?—They were almost every week.

64,576. The rent days?—Well, he told us they were begging of him to bring money to the office every week of the year.

64,577. To pay up these arrears?—Yes, and he has paid some small sums, 2*l.* or 3*l.* there. This is a statement which I at last got from the office, showing a deficit on the farm of 243*l.* 3*s.* 1*d.* Of course, that was including the half-year becoming due in a week or two after the valuation. It meant, within a few pounds, four years' rent altogether. This is a statement of the valuation. The valuation of the whole thing was 197*l.* 2*s.* There was, I remember, a balance against him, and they managed to get that much (*handing in valuation*).

64,578. You say these arrears amounted altogether to about 240*l.*?—230*l.* odd.

64,579. And they accepted 70*l.* in discharge of rent?—Yes.

64,780. So they forgave him the rest, did they?—They forgave him the rest, and I maintain that there was none of the rest due from him, and even the 70*l.* was not due either.

64,581. Well, it was due from his mother?—It was due from his mother there is no doubt, but that is another thing.

64,582. I suppose he got something from his mother in the way of stock on the farm?—Oh, yes, he had the stock that there was on the place.

64,583. And he had to take over the debts as well?—He had to take over the debts. That was the history of the thing.

64,584. It looks to me rather like a case of being perhaps too lenient with the widow in the first instance, letting her get into arrears too much. Do you think so?—Well, it might have been, but the place was too highly rented by far. The old man I remember well. He was the most thriving man in the whole Vale of Clwyd; it was on the side of the Vale, on the side of the mountain, and he managed with his skill and everything to pay up till the time of his death. He died suddenly, and left her and these children with her, and he left them, of course, without any money but the little stock that there was, and if the stock was not more than they have here when he left, it was not half enough to go on with the place. I do not know how that was.

64,585. Are you aware at all what it is rented at now?—I am told it is let for less money. I am not aware of the facts.

Mr. Richard Jones.

64,586. The late Mr. Bell, I observe, was the agent?—So he was. The house was in a most wretched state when we went there to look over the things, and to value them after the valuer that was there from the estate. The house was not fit for habitation, in fact.

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64,587. Have you any other case you want to bring before us?—No, I do not know that I have.

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64,588. Now you say the land in the Vale is generally heavily mortgaged?—Yes.

64,589. How do you know that; is that merely matter of hearsay?—Well, it is more a matter of hearsay.

64,590. Or do you know it as a fact?—I do not know for all of them.

64,591. It is rather a wide statement, is it not. You say most of the landed property in the Vale is heavily mortgaged. That is rather a comprehensive statement. I do not know whether you adhere to it?—It is, but for all that it is true. We were told yesterday that the tenants were without enough capital to farm the lands, and I beg distinctly to say that it is the case with the landlords as well.

64,592. Then you say something about the squatters' cottages erected on the common being sold and so forth. Can you give any instance of any encroachment on commons in this neighbourhood?—Yes, I could some time ago—a good many. I was bred and born in the parish of Derwen, the other side of Ruthin, and I remember well when I was a boy, and when I was a young man, seeing cottages being built in one night.

64,593. *Ty un nos*?—Yes, and in time they would build a wall round them, and, of course, make a good garden at the commencement—at least so far as the land would allow.

64,594. It was bagging what was either public or private property, was it not?—It was all common, at the use of the parish to get ferns and gorse, and anything which was growing on it, the whole parish having the use of it, and I remember that going on for—well, at least 20 years.

64,595. But I am speaking of these people who built these houses. They were taking what was either public or private property, one or the other, were they not?—Well, that may be. I am not aware of that, but it was a general thing in those days.

64,596. The idea was prevalent that the *hafod un nos* gave legal possession?—Yes, that was it.

64,597. I am afraid it was a mistaken idea?—That might be.

64,598. You say, "Many farmers of the best character have lost their homes on account of difference in politics, language, and religion." Can you give any instances of that?—I must go back at least before the election of 1868.

64,599. The Ballot Act, I suppose, altered that?—Yes.

64,600. You say "A good many farmers have failed." Have you any figures as to that?—Yes, a good many in my time.

64,601. Do you think more have failed in recent years than previously?—A good many more have failed these last 15 years than I ever remember.

64,602. It would be well to get accurate figures for that, would it not?—Of course.

64,603. Perhaps somebody will provide that for us. Then with regard to timber. You say timber felling takes place at all times of the year, but I suppose you would be aware that it

Lord Kenyon—continued.

is generally felled at the time it is most suitable. I mean oak is generally felled at the time suitable for barking and the ash felled in the winter, and so on?—Yes.

64,604. I mean that is governed by what I might call economic reasons, is it not. You do not suppose that it is done to disregard the wishes of the tenants?—No, I do not think it is.

64,605. It is to get the best market for the wood—for the timber?—Certainly. Of course the oak must be cut in order to get out the bark at the proper time. We all know that, but I must say this—the timber carriers do much damage, and more than they ought to do, to the land.

64,606. Do not the landlords in this country put a clause in the agreement that the timber haulers shall compensate for any damage they do?—I do not know.

64,607. It would be a very good thing if they did, would it not?—It would be a very good thing, yes.

64,608. You are a valuer, I think, of much experience, are you not?—I have been a valuer for the last 25 years.

64,609. What is the highest value you ever put on land in the Vale of Clwyd?—As to being rented.

64,610. Yes?—Oh, I have been putting as much as 2*l.* an acre.

64,611. There is some of the finest land in Wales I should think in the Vale of Clwyd?—Yes, there is; and, of course, we give more for accommodation land about the town. There is a good deal in that.

64,612. Would that be accommodation land that you valued at 2*l.* an acre?—Some of it might be.

64,613. Have you ever valued an ordinary farm, say, a well situated farm, at 2*l.* an acre?—Oh, yes, we have in days gone by; not now. I do not know of any farm now worth it.

64,614. Colonel Hughes told me yesterday, when I went to see his farm at Ystrad, that he debited himself with 2*l.* an acre for that. That would be an exceptional farm?—An exceptional farm, and it has been very highly cultivated for the last 30 years. I may say it is the best farm in the Vale of Clwyd by far. I forgot, my Lord, to complete my evidence about Graigfawr.

64,615. We shall come to that presently. You say the local rates have more than doubled. Mr. W. Griffith, in the figures he put in, showed that the local rates had gone down in that part of Denbigh?—All I can say is he must be very fortunate.

64,616. What are the local rates about here?—In the borough towns they are from 4*s.* to 6*s.* in the pound.

64,617. Within the borough limits?—Yes. I happen to be on the board of guardians of Ruthin. We generally manage to do there with about from 2*s.* to 3*s.* in the pound in the year.

64,618. I suppose you, as a county councillor, try your best to keep the rates down?—We do our best.

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64,619. We found at Llangollen that the rates had gone down in that part of the county of Denbigh?—I must admit they are a little higher this year in our union in Ruthin than the three or four previous years.

64,620. What has contributed to the rise of those rates; the school boards?—The school boards and the sanitary rates.

64,621. Then you say small farmers are most able to meet the depression. What size of farms do you refer to?—I mean small holdings.

64,622. Do you mean from 3 acres or 4 acres?—From 3 acres or 4 acres up to 20 acres.

64,623. Do you agree with what Major Birch said yesterday, that farmers of 40 acres are very badly off?—They are so on account of their having to keep a team of horses.

64,624. And they might do with more land?—They might do with more land and be able to cultivate it with the machinery that they have at present.

64,625. Still, you would advise farms of all sizes, I suppose, so that a man might improve himself?—Yes.

64,626. With regard to damage by game on the Llanrhaidr estate, you were a tenant on the Llanrhaidr estate, I think you said?—I was then.

64,627. You said your claim was 500*l.* in nine years?—Yes.

64,628. You sent in those claims to the estate?—Not all of them. I have sent in some claims. I was damaged so much that at last I was obliged to send in claims. Fortunately the place was let to a gentleman who made an effort to kill them. I may say he killed on my farm and other two farms surrounding 1,500 rabbits.

64,629. It was the rabbits that did the damage, then?—The rabbits that did most of the damage, yes, though there were some few pheasants as well.

64,630. This was previous to the Ground Game Act, I suppose?—Yes.

64,631. Did they allow you to kill the rabbits at any time of the year?—They were killing them.

64,632. Did they allow you to kill the rabbits at any time?—No, I was not allowed, though we did kill one now and again. They were coming through the garden and close to the house.

64,633. I know well what damage rabbits can do. Did they value your damage at all; did they send any valuer?—No, they never sent a valuer.

64,634. They never met you in any way?—They never sent a valuer. I engaged a valuer, competent man, Mr. Jenkins, of Plas y Ward. He is alive still, and he valued the damages for me twice.

64,635. Could you state the actual claims that you sent in to the estate?—I could not.

64,636. You have not kept a record of them?—I have not.

64,637. It would amount to 500*l.*, I take it, what you sent in then?—In one year they ate nearly everything in three fields that I had.

Lord Kenyon—continued.

64,638. Grass, or corn?—Corn in one field that had been highly cultivated, a field of 6 acres. There was a splendid crop: they ate it all round with the exception of about an acre in the middle. Two years previously to that I had cultivated it as well as ever I could; it was fallow, it was not summer fallow; it was fallow after clover, and I paid 7*l.* 7*s.* for seeds for the 6 acres. All I got was about a cartload of rubbish from the whole field. I did not get a single besom of corn; not a handful.

64,639. Do I understand that the shooting was let to a shooting tenant?—Not then.

64,640. This was the owner of the place?—This was the owner.

64,641. You say there ought to be more co-operation between landlord and tenant; what do you mean by that?—I think there ought to be more co-operation. Of course I do not like to name people in the room, but there are some in the room now that show a very good example to others by going to their tenants and seeing how they get on, and helping them in any way.

64,642. Showing more sympathy, you mean?—Showing more sympathy.

64,643. I was wondering whether you meant any particular scheme of co-operation. You only meant that they are to mix with the tenants more?—Mix with them more and show them more sympathy, and help them in severe cases of distress.

64,644. And I suppose by providing bulls and stallions, and that sort of thing?—Yes, it would be very good, no doubt.

64,645. I suppose there are some landlords about here who keep bulls for their tenants?—Very few, I do not remember an instance of any landlord. We have a gentleman in the Vale, Mr. Pratt, who keeps a lot of stallions, and that is very useful for the tenants around.

64,646. Do they not keep a bull at Cefn?—I suppose they do.

64,647. I mean for the use of the tenants?—I do not know.

64,648. I do not know, but I heard they did?—They may have done.

64,649. You say farmers have to insure their buildings. I suppose that would be a clause in the agreement?—Yes.

64,650. Is it acted on, do you think?—In several cases it is.

64,651. Has not the price of horses gone up since Mr. Pratt had these stallions in the Vale?—I think these last two or three years they are a little better than they used to be.

64,652. You say the price of all produce has gone down. I thought the price of horses had gone up a little bit?—I remember horses selling much higher than they do now. That was a general statement of course, but I might say and believe they are better sold now than they used to be a few years ago.

64,653. Sheep are improving this year on last, are they not?—They are improving. Store sheep are improving this year.

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Lord Kenyon—continued.

64,654. Did you hear Major Birch's evidence yesterday?—No, I did not. I was obliged to go away.

64,655. Major Birch advocated an Agricultural Holdings Act for the whole of Wales which would dispense with any agreement. Do you think that would be a good thing?—A very good thing in my opinion.

64,656. He said if such an Act were passed it would have to contain some clause to save a landlord against his farms being run out, to save a landlord against a bad tenant?—Yes, I would agree with that, I would not think that any farmer would be a good farmer if he would sell more than one year's crop on the termination of the tenancy.

64,657. I remember you said that in your evidence?—Yes.

64,658. One thing he said was that instead of the arbitrator between the valuers being appointed by the county council, he would recommend that he should be appointed by the Board of Agriculture, as perhaps a more independent body. Do you agree with that?—Well, I do not agree very well with the Board of Agriculture in many things that they do, but they might be a better body.

64,659. The point is this, that no doubt with regard to the county council, politics do enter into the elections?—That may be.

64,660. And the further politics are kept from the appointment of any valuer the more faith people would place in him on both sides?—Yes.

64,661. So that the landlord and tenant would be more likely to agree upon the same man?—Yes, but from experience we have had in the Vale of Clwyd and in Denbighshire all through, I think the London people, as a rule, know very little about it; they know very little indeed about the land; they have shown themselves most unfit.

64,662. I do not mean to say that a valuer should come down from the Board of Agriculture, but I mean the Board of Agriculture should appoint somebody conversant with the district, conversant with Wales?—I would be quite willing to that. I am not biased at all against that; not at all.

64,663. This custom that you have given us I suppose is the custom of the Vale of Clwyd Chamber of Agriculture?—Yes.

64,664. It is embodied in some agreements, is it not?—Yes, it is in some agreements.

64,665. Do you think it is a good custom on the whole?—On the whole I think it is very fair. You allude to manures and so on?

64,666. Yes, to the custom between an outgoing and incoming tenant?—Yes, of course.

64,667. You have some cases of consolidation. Do you know of any cases of sub-division of farms?—Yes, I do. In years gone by a good many have been consolidated.

64,668. And some sub-divided again, I suppose?—Some sub-divided again.

64,669. It is more difficult for a landlord to let a big farm than a small one, is it not?—I believe it is.

Lord Kenyon—continued.

64,670. You said that 7 per cent. had been charged on improvements. That is rather a high rate, is it not?—It is a high rate.

64,671. Do you know of any specific instance?—Before I came to the farm where I am now, it was in those days very often the case on several estates that the charge was between 5l. and 7l. per cent. on the money laid out in drainage, and buildings, and everything.

64,672. You said there was no tenant right. Would you approve of one?—I would.

64,673. Tenant right in a farm?—Yes, if the tenant had improved the farm.

64,674. What I mean is, would you approve of a man being able to sell his tenant right to an incoming tenant?—Of course if he has made any improvements I would.

64,675. Oh, yes. What I understand is you would advocate that a man should be paid for all his improvements?—All his improvements, yes.

64,676. But should he have any goodwill over and above that?—I do not know that he should without making any improvements himself.

64,677. It seems to me to be giving an advantage to the sitting tenant which he has not purchased?—I do not want to give him any more advantage than he is entitled to.

64,678. Do you see any practical means, as a practical valuer, of arriving at what is called the general improved condition of a holding?—If there should be fixity of tenure the general improvement of farming would have to be taken into account.

64,679. But I mean how would you value the general improved condition of a holding. Suppose a man has been on the farm a long time, say 20 years, and then he leaves that farm; if he is to have compensation for the general improved state of that farm, how are you going to arrive at it?—Every man, in my opinion, ought to have a schedule of his farm when he enters into it first of all; he ought to have scheduled in a book every field, and the state of cultivation of every field, and what it was worth at that time. Then it would not be a very hard job for a practical valuer to go over it at any time in 7 or 10 or 20 years afterwards.

64,680. Do you think you would be able to tell yourself, supposing that you had never seen the farm before, and could only look at the sheets on the schedule?—I should be able to tell pretty well the value of the land at the time.

64,681. You would have to trust to some other man's opinion as to what the farm was 10 or 20 years ago?—Yes, of course; but in my opinion every farm on every estate ought to be scheduled. I do not know how often—every 10 or 20 years.

64,682. You know how accurately farmers keep accounts and all that sort of thing. Do you think we could expect them to do it?—It is very hard for them to do it now as they are, but the coming generation, I think, will be able to do everything in that way.

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[Continued.]

Lord Kenyon—continued.

64,683. You have great faith in the coming generation?—Well, they ought to be something better.

Mr. Richard Jones.

64,684. You said, on the subject of ownership, "Agents are squeezing out not only the strength and the wealth, but also the brains and blood and strength of the poor tenants who occupy the land on such estates." Do I understand by this that you contend that money goes into the landlord's pocket which should really be applied for the cultivation of the land?—I do. I make that a very general complaint throughout the Vale, that our farms are too highly rented. I quite agree with what was said yesterday in a way, that many landlords do their best to meet their tenants, but their best is too little.

64,685. I think the instances to which you referred where tenants have lost their homes owing to difference in politics and religion date back to the time before the passing of the Ballot Act. Do you know of any recent cases?—No, I do not know of any, well, I am not certain that I know, though the people at large speak of several tenants in the Vale of Clwyd who have lost their farms in the years—well, we might say in the last 10 years. That was the talk of the people.

64,686. That is the general impression?—That is the general impression of the people, yes.

64,687. You say that some of the agents are not practical. What you mean to say is that they have an office training, but they are not acquainted with the cultivation of land?—I do say so. I know but very few who have anything but a very little knowledge of the cultivation of the land or of the requirements of a tenant in a farm. As I said in my evidence here, we have some honourable exceptions, and I admire them very much. I think some of them are here to day.

Lord Kenyon.

64,688. May I ask you one question on that. Do not you think the tendency now with landlords is to take such agents as you have excepted—to get agents who know something about the land?—I think it is so.

64,689. I mean they are giving up the lawyer class of agent, and taking trained and educated agents?—Yes, as a rule they do.

Mr. Richard Jones.

64,690. But, as a general thing, a lawyer is not a desirable person as an agent?—No, not at all, we are too much afraid of them by far.

64,691. I want to ask one or two questions with respect to the changes of tenancy. You say that the tenancy terminates on the 30th of November, excepting that the outgoing tenant has the boosey pasture, and also he has the house and buildings up to the 1st of May. Is that so?—Yes.

Mr. Richard Jones—continued.

64,692. When does the outgoing tenant dispose of his sheep?—In the Vale he must dispose of them sometime before the 30th of November, unless he keeps them on the boosey pasture alone, because he has no right only to one field as a boosey pasture.

64,693. Is it customary for the incoming tenant to buy them?—Yes, it is customary on the mountain farms, but a good many in the Vale here have no sheep walks attached.

64,694. How is the price fixed—by valuation?—By valuation in general. I have been myself valuing scores of times between parties, and as I said in my evidence, the general rule is where there are ewes, wethers, and lambs, that we give the price of the wethers for all mountain sheep. Whatever we consider the value of the wethers in the flock, we give that for the whole lot on account of the accommodation—that they know their sheep walk.

64,695. And the system works satisfactorily. You have not heard of any complaint either from one party or the other?—No, very few complaints at any rate.

64,696. Who chooses the boosey pasture?—Some landlords put it down in the agreement that they have to choose it, the landlord or his agent, but it was not so formerly. The tenant used to choose the boosey pasture himself.

64,697. The outgoing tenant of course sows the wheat before the 30th of November?—He does, and on some estates he has to sow it before the 29th of September—this month.

64,698. Then the incoming tenant is allowed to come on the land after the 30th of November to plough for roots for the succeeding season, I suppose?—Yes.

64,699. Is he allowed part of the building for the horses?—Yes, it is a general thing that he has stables for two or four horses as a rule, according to the size of the farm, and to what is in the agreement.

64,700. What about the horses of the outgoing tenant?—Oh, the outgoing tenant does not want his horses.

64,701. He sells them?—He sells them mostly, but he has to keep them sometimes. When he has to consume his crops on the place he has to keep the horses and cattle up to some time in the spring; in April, or whenever he finishes off his crops.

64,702. They have to be idle, then, for about two or three months?—Yes, mostly.

67,703. That is not a very desirable sort of thing?—It is a very bad time to sell horses in December—a very bad time until the spring of the year.

67,704. In January or February?—Yes.

64,705. Do you get anything in the shape of love-ploughs as they are called—cymhorth—where the neighbours assist the incoming tenant?—Yes, we do. As a rule the new tenant gets every assistance the neighbourhood can give him, especially if he is an agreeable man, and if he has not taken a farm above the head of another, especially a widow, or something

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Mr. Richard Jones—continued.

of that sort. As a rule they are very neighbourly in that way.

64,706. If that is not done, of course it would necessitate to a great extent the incoming tenant having his horses in the old tenant's buildings?—Yes, it does to some extent, no doubt.

64,707. Because it is rather an awkward arrangement if, say, the incoming tenant is living five or six miles away, to have horses continually in the building of the outgoing tenant?—Yes, so it is.

64,708. Do you think that the 30th of November is the best time for the termination of a tenancy?—Well, yes, I could not suggest any better time in my opinion. I should be very glad if it was the law of the land to have it fixed everywhere.

64,709. Uniform?—Uniform throughout the country. It would be a very desirable thing. Of course there are some cases even in Denbighshire of tenancies terminating on the 2nd of February, and some on the 25th of March. The 25th of March is so very late; the incoming tenant has only a few weeks to prepare the land and do everything for it.

64,710. The 2nd of February is rather a good time, is it not?—Yes, it is a good time, but it is too late for farming.

Lord Kenyon.

64,711. In those things you have to be guided by the custom of the district, do you not?—Yes.

64,712. You never can alter them?—You can never alter them, unless you make it the law of the land.

Mr. Richard Jones.

64,713. I suppose you have found that it is very difficult to change a custom amongst farmers?—Yes.

64,714. They are very conservative in that way?—Very conservative in that point, yes.

64,715. You say that in some cases landlords have made abatements upon leases?—Yes, I know of some.

64,716. Who are they?—Well, I may say, from hearsay at any rate, Mr. Pennant, a neighbour of mine, he has done so. To Mr. Roberts, of Geinas, and others.

64,717. But it is not a general thing?—It is not a general thing. I think what he did was to pay the tithe himself when the hard times came. I cannot think of others just now.

64,718. You say that changes of tenancy have become more frequent owing to bad times and a good many farmers have failed?—Yes.

64,719. Would you say that those farmers were industrious people, and tried to make the best of their farms?—Yes, a good many of them, most industrious. Some of them have had great difficulty no doubt in starting perhaps.

64,720. Too little capital?—Too little capital for one thing, and other things; taking too large a farm, perhaps, or something like that.

Mr. Richard Jones—continued.

64,721. Do you find a tendency among farmers to apply for farms really beyond their reach?—No, not much. I do not know that that is a characteristic of the Welsh tenant. I would not say that; but there might be exceptions. Some will jump from the frying pan into the fire in every place.

64,722. In reply to the question, "Have changes of tenancy become more frequent, and have any cases of hardship arisen," you say, "Yes, a great many cases of hardship have arisen; it would be easy to name a few out of the many." What are those?—Well, I know of some cases of hardship.

64,723. You would be referring to those which you have already cited?—Yes, I would refer to those as to some, and I think I might refer to others. Very hard lines have been taken.

64,724. Who are these landlords or agents who let out a field to a new tenant, did not reduce the rent to the old tenant, and charged an increased rent to the new tenant. Was it anybody in your neighbourhood?—There are some of late that I was told of along the Vale of Clwyd, and I, for one, myself had that experience, not in the place where I am now, of course, but in a different place. They took a field from me. For instance, I may say that they reduced my rent for that field about 12*l.*, and they charged the new tenant 14*l.* for the same field.

64,725. You say that penalising clauses are very common, but not so often enforced except when a tenant is leaving. How do they enforce the clauses when a tenant is leaving?—By the facts that I have shown to-day in that place, Plas Coch y Waen for one, and Plas Ashpool for another, and others as well. They enforced the penalising clauses there. If a tenant happens to make a claim they make a counter-claim, and they try to find every particle of thing to come against him.

64,726. Why are small holdings, do you think rented higher than large ones. Is it because of the competition, or because of the cost of buildings?—Because of the competition mostly. The competition is most keen for small holdings. There are scores of people, who have been labourers from their boyhood almost, and who are waiting now for places like this, where they can keep a cow or two, three or four perhaps, some of them.

64,727. You say these services are considered irksome by the tenants. I mean the services besides payment of rent?—Yes, very irksome, they feel them very hard; they come at times of the year when the tenant is unable to do them for one thing, and we all feel now that we pay too high rent, and adding to that is like killing a horse with the last straw that breaks his backbone.

64,728. Are the landlords pretty exacting on this point. Do they insist on the services being rendered when they want them?—Not very exacting, I would say but they do insist on them.

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Mr. Richard Jones—continued.

64,729. You think the tenants would rather pay an extra rent?—Some do pay for it in lieu of carting coals or carting anything else. They would rather pay. For instance, perhaps the distance is far, and they have not got the teams. In summer we have our mares with foal, and such things as that, and we cannot let them be when the foals are young for a whole day, or more than that.

64,730. You have given instances where the farms are let at a reduced rent to a new tenant?—Yes, there are such cases.

64,731. So that practically that shows that the farm is let to the highest bidder?—Yes, there are some instances, at any rate, in the Vale, a good many farms being in the market for months and months, and after being so, it is the general opinion that they are let to the highest bidder, whether it be the old tenant or a new one.

64,732. Are you in a position to know whether tenants really borrow money to pay their rents?—Yes, I know of some, a good many that do so; and, of late years I know this to be the fact, too, that the bankers are very much afraid of lending money in some cases. At any rate, I know of several.

64,733. Do you think that this system of giving abatements only to those who give the full rent encourages borrowing?—Well, it is a good spur in some to endeavour to get the rents by the day, even if they pay for the loan of the money from the bank or anywhere else.

64,734. Is consolidation still going on?—No, not much at present.

64,735. Is the tendency in the other direction, sub-division?—Well, I suppose you may say it is rather, on some of the estates at any rate.

64,736. Of course you consider it would be a desirable thing to have a number of small holdings?—I do.

64,737. Do the sons of the tenant farmers of small holdings go out as farm servants?—Oh, yes, a good many.

64,738. They would not consider it too degrading to go out as farm servants?—No; a good many would rather be in service than be at home, because they get no wages at home.

64,739. We were in one district this last week, I think it was at Holywell, where we were told that very few of the sons of small holders went out as farm servants?—They may be better off than here very much.

Mr. Grove.

64,740. I think you said that notice of abatement was given at the rent audit in some cases?—In some cases it is, in some cases not.

64,741. Is not that rather hard upon a tenant farmer, and does not he often have to sell his stock on purpose to raise money, and then when he goes to pay his rent find that there is an abatement so that he does not want all the money that he has prepared? Does it have that effect?—Well, it may be so in some cases,

Mr. Grove—continued.

no doubt. What I meant was that these notices are given with the notice of the rent audit.

64,742. Then they do know a little bit beforehand?—A little beforehand, two or three, or four weeks; that is what I mean.

64,743. Then that is all right. Now, are there many small freeholders in the districts you are speaking for?—No, not many.

64,744. Do you think it would be desirable if they were to be increased in number?—I do.

64,745. Do you know whether those who do exist have paid for their holdings?—Just as I said; I know of instances I think, a few, where people did very bad in buying them, they happened to buy 15 or 20 years ago, when things came down almost in a panic.

64,746. There have been no recent purchases of that kind?—No, not of that kind.

64,747. Have there been any sales of estates or properties, or many in the district?—There was a sale here yesterday.

64,748. And there is to be another on the 12th, I think, of 600 acres?—I think so.

64,749. And there they state that purchasers can enter into possession on such and such a date in 1895 and 1896, by giving notice to quit before March 1895?—Yes.

64,750. So that you think where sales of that sort take place, fixity of tenure at any rate is desirable?—Yes, it is.

64,751. One question about the game. You say you think the Game Laws ought to be abolished?—I do.

64,752. Do you think by that, that game would be destroyed, or what would be the position?—Every farmer would be a preserver for himself if he wished. Of course I am not strong on that point to abolish them, but I am very strong that every farmer ought to have his own game, and that there should be no game left in coverts alongside his farm or in the middle of it. That is the great mischief in our country.

Lord Kenyon.

64,753. Do you mean ground game, or all sorts of game?—Ground game mostly. It is the rabbits that we are complaining of.

64,754. Did you hear Mr. Wynne Edwards' evidence yesterday?—I did not.

64,755. He stated that he had made a calculation that in the Vale with a few of the uplands just bearing on this district, something like 20,000*l.* a year was spent in the district in consequence of the game; would you consider that a fair and proper estimate?—No, I would not, indeed; nothing like it. I suppose Mr. Wynne Edwards meant the money spent by the game holders from England in the country?

64,756. Yes, the keepers and so forth would come in, and the money brought into the district by shooting tenants, and also those whom we may call casual sportsmen; the whole of them added together?—Oh nothing like it, and if there were it would be at a great loss and disparagement to the country. If you will allow

See 76,699
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Lord Kenyon—continued.

me to make one remark, I consider these tenants for game are the worst lot we have to deal with, they ruin the country entirely, in fact they create bad feeling between the tenants and the landlords and the agents on one side, and another thing they deprive the tenants not only of the corn they cut, but they lose their crops as well. The farms are getting worthless; they are getting worthless one year after another by keeping a lot of rabbits and game on them.

Mr. Grove.

64,757. So that you think, generally speaking, that any money that is brought into the district would not be anything like sufficient to compensate the loss to the tenant farmers for the ill feeling that is caused by the game question?—No, nothing like it.

64,758. Now as to fixing rent, you say you think rents are too high?—I do.

64,759. Did you hear Major Birch's evidence yesterday?—I did not, with the exception of a very few sentences at the end.

64,760. He said that on their estate they had leases by which they fixed the rents, taking the prices of wheat, barley, and oats—

Lord Kenyon.

64,760A. Only on the Plas Heaton estate, I think?—I know it is so on the Plas Heaton estate.

Mr. Grove.

64,761. Therefore there is an advance or a decrease in the rent every year according to the scale of the London market. Do you think such a thing as that would be practicable?—Very practicable in my opinion, and a very good thing, too. I do not think any reasonable tenants want the farms for less money than they could pay reasonably, and we are all very happy to be able to give our landlords as much as we can.

64,762. You think that if some such sliding scale could be adopted, a good deal of the dissatisfaction and irritation, one may say, would be avoided?—Yes, there is no doubt.

Mr. Richard Jones.

64,763. You think that the small farmers are the most able and the most skilful, and that they are the most able to meet the bad times when there is depression. Do you think the small farmers are more skilful?—I do as a rule. I said that we had exceptions, and very honourable ones, too. We know of large farmers that are most skilful, and do the best in every time, but as a rule there are a great many of the small farmers who are very skilful, and they manage somehow to meet the rents better than large ones.

64,764. Is it because they take a greater personal share in the work, or are they able to do most things themselves, whereas a large farmer

Mr. Richard Jones—continued.

has a very big area, and cannot keep his eye on every operation that is going on, on his farm?—Yes, it is mostly on account of that there is no doubt. The small tenants work all themselves as a rule, and they have no wages to pay.

64,765. Their children of course assist them?—Their children assist them, yes.

64,766. How are they best able to meet times of depression?—I do not remember that I have said that.

64,767. Yes, you say, "And can best meet times of depression?"—I meant to say that I knew of several children of farmer parents who assisted them. When they are far from here in the big towns, Liverpool, Manchester, London, and elsewhere, they send money to their parents to help to pay the rents.

64,768. And you are in a position to know that such is the case?—Yes, I do know it.

64,769. You can vouch for it?—Oh, yes.

64,770. Who pays for putting up or fixing new gates and posts?—On many estates the tenant has to do it himself. We know of others where they are fixed by the landlord or his agent.

64,771. But as a rule they are fixed by the tenant?—I think I may say as a rule throughout the Vale they are fixed by the tenant.

64,772. Now, when a tenancy expires on November the 30th, and the roots are not taken up before the 30th, what about them?—They must be taken up according to the agreements unless they can come to some special arrangement with the landlord or the new tenant.

64,773. But as a rule they are taken up before November the 30th?—Yes, they are.

64,774. Do you think that the out of the way parishes are well served with respect to technical education?—No, they are not, so far. We have but very few, and I must say there is some laxity in the country in taking advantage of the dairy school that I mentioned before, and when we have lectures on agriculture it may be that they happen to be in an unfortunate time, and people will not come to them. They have been very successful in some parts. I know in Ruthin, for instance, and Lleweni, and in some parishes, they have taken advantage of them very well.

64,775. But the lectures would not be well attended in out of the way places?—No, nor on market days. I think they would be better in several districts in the country than in the towns.

64,776. Who generally get the appointments of farm bailiffs by landowners?—Is it the Welsh or the Scotch?—There have been a good many Scotchmen come into the country. They used to get it as a rule up to I might say 50, 40, and 30 years ago, and perhaps 20.

64,777. But now you find Welsh bailiffs are displacing them?—Yes.

64,778. Are there many Scotch farmers in the Vale here?—Not so many in the Vale. There are some more up in the headland country, from here to Llanrwst, you may say.

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Mr. Richard Jones—continued.

64,779. When did they come down here?—They came down at all times.

64,780. But did you get a large influx from about 1872 to 1877?—Yes.

64,781. Have any of them gone back?—Yes, some of them have gone back.

64,782. They did not thrive?—No, they did not thrive all of them; there are some of them very good farmers, I must say, but they have not all thriven well.

64,783. Do they carry on their own system of farming, or have they adopted the Welsh?—They carry on their own mostly.

Lord Kenyon.

64,784. I have several questions to put to you. First of all, I think, you wanted to say something more about Plas Coch y Waen?—No, it was Graig fawr. I will only give a brief statement of the tenant himself who took this farm.

64,755. What farm is this?—Graig fawr, Tremerchion, under the late Reverend Mr. Salisbury, Colonel Salisbury now.

Samuel Hughes, who took this farm about 11 or 12 years ago, under the Reverend Mr. Salisbury, had it in a most fearfully filthy state and out of order entirely.

64,786. What was the date of the taking?—About 11 or 12 years ago. I could not say exactly. I have his agreement here. He at once commenced to work hard on the worst part of it, and had an enormous job to bring it around three or four years before he left. The landlord sold a large lot of timber (between 1,500 and 1,600) on his farm, and the trespass on his farm was out of all reason; nearly all his hedges were pulled down, and his landlord promised that he should be compensated, but until he was leaving he got nothing. The trespass was valued by one practical and licensed valuer at 50*l.* and by another very near the same amount, and after a very long and troubling effort he received 20*l.* for the whole loss of his crops and labour in repairing the hedges. This is a brief statement by the tenant himself: "Total expense to cultivate five fields, 135*l.* 5*s.*" (they were left in a most terrible state when he went there) "I could not get anything on them when I entered on the farm. I had 11 new gates, as there was not a single gate on the farm; I had to fix them myself. I also fixed 200 wooden posts along the bottom of the mountain for wire fence, but to no good, as the timber carriers broke nearly all of them. In 1889 or 1890 they felled about 1,600 trees all over the farm, and they spoiled all the crops, and I got hardly anything on the farm in consequence of the damage done to the land. 200*l.* would not make up the loss I suffered between the clearing of the farm and the trespass I had from timber felling." That was his own statement.

64,787. I have several questions to put to you by different gentlemen. First of all some ques-

Lord Kenyon—continued.

tions by Mr. Owen Wynne: "Were you until lately a tenant of Eglwys Wen farm on a lease"?—No, I was never tenant there.

64,788. "In how many cases have you acted as valuer under the Agricultural Holdings Act for farmers in the neighbourhood"?—That I could not say—several times.

64,789. "You mentioned the grievances of squatters. Do you think anyone has a right to squat on land to which he has no legal title"?—Well, that is a hard question that I could not answer, but I thought of mentioning instances of squatting by people 80 years ago. There are cottages in the middle of the Vale, in Llandyrnog, where they built a *hafod un nos* at first, and then they built walls all around it, and in years after that they were taken from them entirely, and on the side of the parish where I live in a good many parts the lord of the manor used his own discretion and took them from the people and enclosed them from the mountain, as we say—from the common.

64,790. "You say tenants could not pay their rents unless it was for their children working at home without wages. How do tenants who have no children manage to pay their rents"?—Well, a good many of them could not, and a good many of the tenants that have no children of course have run into debt—heavy debt too, many of them.

64,791. "You said in your statement you had no complaints against the Kimmel estate"?—Yes, I did. I have no complaint, only we are too high rented. That is the general complaint, I must say that.

64,792. "You complain of agreements, but are they ever acted upon," the penalising clauses, I suppose is what is meant?—I have given you some instances, my Lord.

64,793. "Are you aware that small holdings in Wales far outnumber large ones"?—Yes, they do.

64,794. "A witness yesterday said, 'Why should we pay more for an animal than its market price, and therefore why should we pay more for our land than its market price.' Would you be willing to take a farm at its market price, *i.e.*, the price any one would give for it in the open market"?—Quite so.

64,795. You would?—Yes, we are obliged to do that.

64,796. By auction?—Sometimes we take land by auction, that is, we take accommodation land by auction.

64,797. But are not the rents of those accommodation lands that are let by auction higher as a rule than the average rent is?—Of course they are, but they are much better land as a rule, and the fact of it is on those that have been kept during the winter without anything on them, neither a sheep nor animal of any kind, we get grass in April, but we do not get it in our farms till the end of May perhaps.

64,798. Now I have some questions by Mr. A. O. Evans: "What steps did you and your co-valuer take at Fachlwyd to ascertain the

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Lord Kenyon—continued.

"quantity of straw in the barn"?—We went there and saw it. There was a very small quantity of straw in the barn, if I remember rightly.

64,799. Did you measure it?—We measure the straw and hay in general always.

64,800. "Did you tell Mr. Oliver Evans after your valuation was made that you took Lloyd's word as to what quantity there was"?—I believe we did. I am not quite certain.

64,801. "Are you aware that there was less straw in the barn than half what you put down in the valuation"?—Well, Mr. Oliver Evans told me so. I am not certain of that.

64,802. "Did you hear the sub-agent give his evidence at Ruthin, and say the transaction in reference to purchase of crops was within the knowledge of the head agent"?—I did hear him.

64,803. "Are you aware that the tenant of Fachlwyd was paying 30*l.* 10*s.* a year in interest, the interest of 250*l.* being 6 per cent. and the interest of 100*l.* being 5½ per cent."?—I was not aware.

64,804. "Did you hear the agent state at Ruthin that he was in his personal loss of 41*l.* 16*s.* upon his Mr. Owen William's valuation at Fachlwyd"?—Yes, I did.

64,805. Now I have some questions by Mr. J. Owen Hughes; "Are you the trustee of Mrs. Davies' Lodge farm"?—I am not a trustee in any way.

64,806. I shall have to ask you some more questions by Mr. Lumley with regard to that farm, too. Then Mr. Owen Hughes asks "Is it a fact that since her husband's death most of the pasture land has been broken up"?—It is not broken up, and, as a fact, we agreed not to break up certain fields. Colonel West sent a valuer to meet me there, and we agreed on two certain fields on the farm not to break them up, and that was the only thing she was compensated for.

64,807. "Has Mrs. Davies been unable to find a tenant to take the farm in consequence of the state of the farm"?—That I could not say. I should say that the size of the farm is more against it than anything else.

Mr. Richard Jones.

64,808. How many acres is it?—416 and some odd perches.

Lord Kenyon.

64,809. Was it left in a bad state?—It is not left yet. It is in a very good state of husbandry, and in a most productive state. I should like anyone who wishes to ask me that question to go there and see the crops to-day.

64,810. "Can you give any instances where tenants have suffered owing to the inability of the agent to speak Welsh"?—There is the instance I gave just now, Samuel Hughes, of Graig fawr. He told us most distinctly that he had to write his name on the agreement without

Lord Kenyon—continued.

knowing anything of what was in it; anything at all. There was a man there who could say something to him, but he said, "Oh, it's all right, Samuel Hughes, write your name there; it's only the customary agreement," and if he had known, he said, he would never have signed such an agreement at all.

64,811. "You state that the rents have been raised generally. Are you aware that the average rent of the Vale of Clwyd is lower at present than in the year 1840"?—No, I am not.

64,812. "If a land court was established, would not the land be let to the highest bidder"?—I should say no, because I expect when the land court is established it will take care of the sitting tenant.

64,813. "You are a prominent member of the Radical party in the neighbourhood, are you not"?—I do not know that I am a prominent member. I have called myself a Liberal during my lifetime.

64,814. "Are you aware that it is the policy of the Radical party to place more burden on the land"?—I am not at all of that conviction.

64,815. "Did not the late Canon Brown die on the 12th of June 1891"?—I do not know. I do not remember. I was at his funeral, but I do not remember the date.

64,816. But I daresay you would not dispute that?—I would not at all.

64,817. "Was not this three years after the time the agreement you complain of was made"? The agreement was made in 1888?—Of course it was so. The agreement was made with his agent, and by the time of the expiration of the tenancy Canon Brown was dead.

64,818. Now I have some questions by Mr. Watkin Lumley: "Were the crops of Fachlwyd that the tenant requested should be sold by auction, and refused permission by the agent, not purchased by the agent, and partly, if not at all, removed off the farm for his own benefit"? I think you said that?—Yes, it was, by the agent.

64,819. "When tenant farmers give notice to quit farms held under agreements, and leave, do the landlords exact their full rights under their agreements, or are they disposed to deal equitably in settlement of any claims made by tenants"?—Some do.

64,820. And some do not?—Some do not, of course. I would not have the facts I have given here to-day if they all did.

64,821. I think these general questions lead very much, and it would be much better if the questions were more specific, if possible. "Do you know the Llanrhaiadr estate"?—I do.

64,822. "Was this estate re-valued some years ago for the purpose of readjusting rents. Do you know what date this took place"?—I could not say the date. It was some time between 1874 and 1876; I should say.

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Mr. O. WILLIAMS.

[Continued,

Lord Kenyon—continued.

64,823. "Who owned this estate at this time"?—I am not quite certain whether it was Captain Price, or his father. I think it was Captain Price, as we used to call him.

64,824. "What effect did this re-valuation have upon the tenants; did many submit to the increased valuation and remain on their holdings"?—Some of them had to submit to re-valuation and some did not.

64,825. "Are there many of the tenants that were in possession before this valuation now on this estate"?—I know of only two.

64,826. How many tenants are there on the estate?—Well, I should say on an aggregate (there are some here that know better than I do) perhaps there might be from 20 to 25 or 30.

64,827. "Do you know whether Samuel Hughes, Tremeirchion, received a letter from his landlord prohibiting him from holding a prayer meeting and a Sunday school in his kitchen"?—I am told he did receive it. He told me himself, and I think the letter is to be produced later on.

64,828. "Was this landlord a clergyman"?—He was.

64,829. Then Mr. Watkin Lumley wants to know whether you know Farm Lodge near to this town; that is Mrs. Davies'?—I suppose so.

64,830. I suppose he means Lodge Farm?—Yes, Lodge Farm.

64,831. What do you know of the case? Will you state it to us?—Well, I do not know whether it would be the wish of Mrs. Davies that I should do so. Of course I have no objection myself; no objection whatever.

64,832. Mr. Lumley has given me a lot of leading questions to ask you, and I wrote a note to Mr. Lumley asking him whether I should put the question in that way, because really it would take such a long time to go through these 20 odd questions?—If you would ask me questions, I would prefer to answer them.

64,833. I should prefer not to go through this long string of questions, if you will simply say what you know of the case. If I asked you all these questions it would bring it all out just the same, no doubt?—I may say this much, I should think, without doing any harm in any way, I hope. At the time of the death of the late Mr. Davies, her husband—he died on the 14th of January in 1893—18 or 20 months now—he died very suddenly, and she had been ailing for years in her health of rather a severe disease, and the medical man, the late Dr. Turner, wrote her a letter; I do not know whether the letter could be produced or not, but he wrote a letter that she was not to remain there any longer if she thought of living.

64,834. May I ask is anybody going to give evidence about this case?—I do not know that there is. She went, at least she wrote, to her landlord, Colonel Cornwallis West, to ask could she be released from the farm as soon as ever possible. The reply was that if she could find a tenant he could accept, any responsible man and substantial

Lord Kenyon—continued.

worthy man of the place, he would accept him. Then she advertised in different papers in England and Wales. I think I remember her saying that she paid 9l. 9s. or 10l. 10s.—I am not sure which—for the advertisement of this farm, but she did not succeed to get a tenant suitable. There was something or other wrong with every one of them. However, she was obliged to hold the land again, and she gave notice to terminate; she gave six months' notice, expecting that Colonel West would accept, to terminate the tenancy on the 30th of November last, but he refused to do so on any account, and she was obliged to give another 12 months notice to terminate the tenancy on the 30th of November next. I may say, and I am sorry to say it, too—I wish Colonel West was here to answer for himself—that he acted very unkindly, most unkindly, to her when she went there. Having a written appointment to see him on a certain day, when she went there he sent that he could not see her; she sat down, and said that she would wait until the gentleman could come to her, and when he came he was very—well, I do not know whether he was in a sort of temper, or what, but he asked her had she any man to talk to him, and not come there herself, or something like that. She, of course, replied that she thought she could tell her own tale best, and state her own grievance. It was very detrimental to her health, there is no doubt, to be obliged to remain there, and it is a great wonder to her herself and to many of her friends and relatives that she is there still alive. Of course the fact that I am able to tell you all this is that she happened to be a sister-in-law to a brother of mine, and he being far off and she having no friends or relatives that she would like to depend upon, and I being close by, I was obliged to give her every assistance I could in managing the farm. She had a great deal to do with men all along, having such a large occupation, keeping from a dozen to 20 men very often, and it is not a very easy task to look after them. She made a case, and asked to have the crops sold out this summer—the standing crops now. On the consideration that Mr. Davies during his life there for 16 years had been carting from 400 to 700 loads of town manure out of the town every year, she thought, and I thought too, that it was only very reasonable that she would have leave granted to her to sell the crops out this year, but she was refused. That is all I know.

64,835. What is the rent?—I think the rent is 460l.

64,836. 1l. an acre?—It is over 1l. an acre, I think. I am glad to see Colonel Cornwallis West has now come in, and he may ask me any questions if he likes. Before her husband's death she got an abatement of 10 per cent., but after his death she had none.

64,837. Did you value for both parties when Mr. Davies took the farm 17 years ago?—I happened to be there valuing in that case. There were three valuers, one on each side, and

See 64,864
—64,883.

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Mr. O. WILLIAMS.

[Continued.]

Lord Kenyon—continued.

I was the umpire. It was arranged that we should go through the place ourselves together, and I did value.

64,838. What was the valuation?—I could not say; it was a very large amount, the valuation of the crops alone, I remember very well, without a grain of corn; the old tenant was threshing all the corn, and the new tenant, Mr. David Davies, took all the straw. The valuation of the straw and hay and turnips amounted to over 1,100*l.* at that valuation without a single grain of corn. They generally used to buy a great amount of artificial manure as well as town manure. I ought to state that there was a clause in the agreement that he was having permission to sell a quantity of wheat straw, if I remember right, or straw, at any rate. This is the clause: "And will not sell or dispose of any hay or straw product, or produce of the farm, but will annually consume the same thereon and spread the manure arising on the farm where most needful, except the manure arising from the last year's produce, which shall be deposited by him in the usual place for the benefit of the landlord or incoming tenant, without compensation, the tenant to be allowed to sell any surplus wheat-straw on purchasing artificial manure of equal value, and producing vouchers therefor." Of course he took advantage of that, being close to the town, and I ought to say that even the day of his death there was a large amount of manure from the streets which the teams were obliged to cart away. Even to the day of his death he had carted 300 loads between Christmas and that day, the 14th of January.

64,839. What do you think would be Mrs. Davies' loss in having the tenant on the farm by the stock remaining in her possession?—I could not say. I know this very well, she has to pay over 80*l.* to have her crops cut and carried this harvest. She might have saved some hundreds of pounds, I should say, in a large place like that.

64,840. There are some more questions by Mr. Owen Wynne: "I believe on Mr. Hughes of Kinmel's estate some allowance is made to the tenants towards haulage from the station; is there not"?—I do not know that. I am told there is an allowance to the carters of 1*d.* a cwt. on every ton of coals they cart to the Hall.

64,841. "If farmers had their own game do you think they should be allowed to let it"?—Well, they may do as they like.

64,842. "You said that the grass land was not cut on Lodge Farm. Do you mean it"?—No, it was not; not a single yard of the old pasture land has been cut, and there is more than there ought to be, a good deal, if required, of the arable land and the grass land, and very good grass land too now.

64,843. "If not, how many acres were cut"?—That I could not say. I should say there is about 110 to 120 acres of corn this year.

64,844. Now, I have some questions by Mr. T. A. Wynne Edwards: "Do you know a

Lord Kenyon—continued.

"gentleman named Mr. Jones, of Llannerch"?—I do not happen to know the gentleman. I have seen him.

64,845. "Do you call him one of the worst men who come into the country"?—I do not like to say that on any account.

64,846. I suppose he is a shooting tenant, is he not?—He is a shooting tenant, so he is. Of course the shooting tenant gives a great deal of trouble every year. I have been valuing in three farms this year. The game trespass of course is—well, I do not like it at all. We never can put it anything like right to the tenants, and the shooting tenants, again, grumble if the bill is getting long.

64,847. "Will you deny that he alone spends about 5,000*l.* a year in the neighbourhood"?—I do not know anything of what the gentleman spends. I know he is spending an immense lot of money on everything.

64,848. "Does he not pay heavily (in some cases twice the rent they pay themselves) to tenants for land to rear game on"?—I do not know of any single instance of that that he pays.

64,849. "And also satisfies them for all cases of trespass"?—That is what I complain of. We cannot satisfy the tenants; it is impossible. When I was having a game trespass myself I named Mr. Jenkins, did I not? He said, "It is no use making a long bill; you will never get it," and he said he would rather make it into the half, and so he did.

64,850. Now come some questions by Mr. G. Francis: "Did the tenant of Graig fawr receive 10*l.* and all the branches at the time of the felling of the timber"?—The tenant of Graig fawr told us he never received the 10*l.*, but it was promised to him.

64,851. Did he receive the branches?—He received the branches, no doubt.

64,852. "Did he mend the fences with the branches, or sell them"?—He was obliged to make the fences for his own convenience, but there might be more than he would use that he could sell.

64,853. "Did you, when called on some four years subsequently, when the tenant quitted the farm, advise him to accept the sum of 20*l.* in full discharge and satisfaction of all claims, which sum was paid by the landlord"?—Well, of course, I did advise him to take what he could get.

64,854. "Was the refusal to allow the Sunday school in the farmhouse of Samuel Hughes made not by the Rev. Mr. Salisbury, but by his son"?—That I could not say. All I could say is of either the son or the father, that he was called to the Hall down to Brynbellia.

64,855. "Did he not assign as a reason that he had just repaired and done up the kitchen, and that a Sunday school would damage the premises"?—He might have done that but not to my knowledge, but as regards the Sunday school, that would do no damage to the kitchen.

64,856. Now I have some questions by Mr. Williams, the trustee of the Llanrhaadr estate:

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Mr. O. WILLIAMS.

[Continued.]

Lord Kenyon—continued.

"Did the complaints you have made against the Llanrhaiadr estate occur while it was in the hands of the present owners, since 1882?"—No, none of it. All the reference I made to Llanrhaiadr was passed by 25 years ago.

64,857. "Has the management of this estate, by the present trustees been satisfactory as far as you are aware?"—That I could not say. I am a little bit out of the neighbourhood now. I think they do their best to meet the tenants as far as I know.

64,858. This is a question by Colonel Cornwallis West: "Have not Mr. Davies, of Lwysfau, and Mr. Probert met you on the part of Colonel West to go into the question of compensation to Mrs. Davies, of Lodge?"—I have just stated, before Colonel West came in, that he did so, and we agreed on two certain fields not to plough them. I mentioned the thing to the agents. If they wished that we would try and come to some arrangement to plough less or more we were

The witness withdrew.

Colonel CORNWALLIS WEST re-called and further examined.

Lord Kenyon.

64,864. You wish to rebut something that the last witness has said?—I was not in the room during the whole of the evidence that was given, but I have been told that the witness said that I behaved unkindly to the widow of one of the best tenants I ever had on the estate. I can only say that I did nothing of the kind. I repudiate it, and contradict it most decidedly. I saw her, I spoke to her, I told her that it was impossible for me, at a moment's notice to take a farm of 450 acres, which I believe it then was. I told her she had all the appliances, and that it would be as well for her to go on; that I would appoint persons to go over the whole, and estimate what was due to her at the termination of the lease. I believe those two persons have seen Mr. Williams; whether they have actually come to terms with him as to what is to be paid to her I do not know; but all I wish to say is that I repudiate most earnestly any sort of intention whatever of behaving unkindly to a person that I have known so many years.

64,865. Did you show yourself displeased in any way because a man did not appear on her behalf?—Not the slightest.

64,866. Mr. Owen Williams stated that she went to see you, and that you would not see her?—It is perfectly untrue. She called upon me, and I saw her in my own room at Ruthin Castle.

Mr. Grove.

64,867. Did you say to her that you would have preferred if some man had come to discuss the matter with you, or any words to that effect, because there seems to have been some misapprehension?—I said this to her: I said I was very glad to see her personally, but I thought as regards any business, as she evidently then

Lord Kenyon—continued.

bound to be in the limits of the lease, and we did agree.

64,859. You wanted to plough up more, was that it?—We could have ploughed these certain fields, and more than that a good deal. There is more grass land—more land in grass on the farm by some scores of acres than required by the lease.

64,860. There are two questions by Mr. Owen Wynne: "Is not Mr. Blizzard a shooting tenant." That is Mr. Blizzard, of Pool Park?—I do not know that he is. I am not sure.

64,861. He rents the place, does he not?—He rents the place, of course.

64,862. And the shooting too?—It may be. I am rather strange to that part now.

64,863. "Does he not benefit the neighbourhood?"—That I cannot say. What I maintain is that though the shooting tenants bring some money to the country, the robbery of the country is a good deal more, on account of the impoverishing of the land by so many rabbits.

Re-ex-
amined
64,881.

Mr. Grove—continued.

was not in a condition to go into business, it would be quite as well for her to get the trustees, or whoever there was connected with her late husband's estate, to see my solicitors or agents and go into matters.

64,868. Your remarks in that direction being with the view of saving her any excitement owing to her illness?—Certainly.

Lord Kenyon.

64,869. Did you make any appointment to meet her?—Yes, I did, and she came over.

64,870. Did she afterwards call at Ruthin and find that she could not see you?—Not at all.

Mr. Richard Jones.

64,871. How long had she to wait?—Before she saw me?

64,872. Yes?—A very little while I should think. I do not generally keep people waiting. Of course if I was not in I could not help it.

64,873. Mr. Williams stated that she had to wait for some time after making an appointment before you saw her?—It may have been that I was not in the house.

64,874. But it is very singular if you made an appointment?—Do you say that she had to wait after the appointment?

64,875. Yes?—At my house or where?

64,876. Yes, at your place?—I am not aware that she did anything of the kind. She was treated as anybody else would be who came to see me. I cannot conceive why she should have brought this charge, for it is the very last thing that I should have dreamt of. She is a person that I have known for years, and I am perfectly certain she could never have supposed for one instant that I wished to be personally unkind to her in any sense of the word.

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Colonel CORNWALLIS WEST.

[Continued.]

Lord Kenyon.

64,877. Some questions are sent up by Mr. Owen Williams: "Did Mrs. Davies not write "and ask you for an appointment." You said she did?—I believe she did.

64,878. "And did you yourself not appoint a "day for her to see you"?—I believe I did.

Lord Kenyon—continued.

64,879. "And when she came to the house did "you not send to her that you could not see "her?"—She called upon me at my own house, and I saw her there in my own private room.

64,880. You did not send to say that you could not see her?—Certainly not.

The witness withdrew.

Mr. OWEN WILLIAMS re-called and further examined.

Lord Kenyon.

64,881. Do you wish to say anything further?—I wish to state that what I have said Mrs. Davies told me herself. I am sorry she is not here herself. I told you at the commencement that I did not know whether I was right in answering any of the questions that were put to me by Mr. Watkin Lumley. I never thought of bringing this question on, and I did not know it was coming until the questions were asked me, but I was obliged to tell the truth, and I am certain of the fact that Mrs. Davies told me herself when she came from there, with the tears on her face too, that Colonel West had behaved most unkindly to her, that she could not imagine what was the matter with him, as he had always been so very kind to her before. At first he sent a servant there to say that she could not see him. She replied to the servant that it was most strange after she had an appointment with Colonel West himself that she could not see him, and she said that she was determined to see him, that she would not go away without seeing him,

Lord Kenyon—continued.

and so she stayed there until Colonel West came, and when he came he was a little bit in a rage with her, saying how was it she had no man to come and talk to him.

64,882. I think after what Colonel Cornwallis West has said you must see that there must be some misunderstanding as to that. What Colonel West evidently meant was that there must be some man to arrange her business affairs, as she was too ill. I think she must have misunderstood his words?—I cannot say for that, but she is a very sharp woman, and she knows very well what she is about.

64,883. You said at first that she was ill?—Oh yes, she was ill, and I only feel very sorry on her behalf that she is obliged to remain there during the coming winter to overlook and undertake the consuming of all these crops. I only say, and I say it free and frankly in Colonel West's face, that it would have been only the least thing that he could have done to let her sell these crops off. That is all I wish to say.

The witness withdrew.

Mr. ELLIS, PIERCE re-called and further examined.

Lord Kenyon.

See 15,480. 64,884. You have already had an opportunity of giving evidence before us, and I cannot take any more general statement from you. I shall be very glad to listen to any rebutting evidence you may have to offer?—Can I not give my rebutting evidence.

64,885. You may give rebutting evidence, but as to taking the whole of this folio that you have handed in, it is perfectly impossible. You have already had an opportunity of coming before us at Conway?—Well, it is impossible for me to cut it down now.

64,886. What is it you want to rebut?—I ought to have had notice before instead of having to do it now in court.

64,887. Will you kindly tell me what it is you want to rebut?—I want to rebut all this. There are letters in the "Baner"—

64,888. I have nothing to do with letters in the "Baner." What do you want to rebut that

Lord Kenyon—continued.

has been stated before this Commission about you. Any statement made about you before this Commission I shall be most pleased to give you an opportunity of rebutting, but we cannot go into the letters that have been published in the papers?—Well, yes, but there was a wrong version put about, and then I ought to have fair play to put in.

64,889. Will you kindly give us what you want to rebut?—I want to rebut about the letters in the first place, that they were not what they said it was.

64,890. Whose statement is it you want to rebut?—The statement of E. J. Williams, Rhydlanfair, at Llangefni on October 14th, 1893.

64,891. You want to rebut Mr. E. J. Williams's statement?—Yes.

64,892. What did Mr. E. J. Williams state?—He said I was going round and agitating and trying to destroy the good feelings.

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Mr. E. PIERCE.

[Continued.]

Lord *Kenyon*—continued.

64,893. Were you going round and trying to destroy the good feelings?—No, nothing of the kind.

64,894. Very well, what else is there you want to rebut?—I want to rebut about Griffith Pritchard.

64,895. What did Griffith Pritchard say?—He said that Mr. Williams was not there for the last two years.

64,896. What does Mr. Griffith Pritchard say about you?—Why should I not have fair play to read this, it is not very long.

64,897. You have had an opportunity of giving evidence before?—No, this is rebutting evidence, I beg your pardon.

64,898. I am trying to keep you to the point. What is it you want to rebut?—How can I say, unless you allow me to do it, and read it all.

64,899. I am asking you a very simple question?—Well, I am giving you a very simple answer, am I not?

64,900. You must kindly tell me whose evidence you want to rebut, and what it is they said. I cannot have letters in the paper rebutted in this court, it is nothing to do with us?—It is not that, because he says that I was writing a thing different from what I wrote.

64,901. What is it he said you wrote?—I only want what I call fair play. I do not want anything else.

64,902. I am trying to give it you. What is it you want to say?—I will read this, and then you will know.

64,903. We really cannot listen to the whole of this statement?—Not that one, my Lord, it is the other one.

64,904. But this is Denbigh, and we have got to listen to witnesses from Denbighshire. Rebutting evidence must be given at Rhyl?—If you will let me read through that, it is not a very long statement. I can read it in a very short time.

64,905. I really cannot have all this. You say: "All work and no play, makes Jack a dull boy." What has that got to do with us?—Let me read it, and then you will see.

64,906. I cannot let you read it. What is it Pritchard said about you that you want to rebut?—It is there.

64,907. Say what it is?—Let me read it.

64,908. I cannot let you read the whole of that statement. Kindly say what it is?—How can I say what it is, without you allow me to read it.

64,909. Then read what Mr. Pritchard said?—"No man can serve two masters"—

64,910. Did Mr. Richards say that?—Let me go on.

64,911. No, no; did Mr. Richards say that, or did he not?—We are not talking about Mr. Richards; it is Mr. Pritchard.

64,912. Did Pritchard say that; I want to know what Pritchard said about you that you

Lord *Kenyon*—continued.

want to rebut?—It is not Mr. Pritchard, but Mr. E. J. Williams.

64,913. What did Mr. E. J. Williams say that you want to rebut?—My Lord, let me read it.

64,914. I cannot let you read that long statement?—It is not long. It is a very short statement.

64,915. Will you kindly answer my question, sir, or else we must go on to another witness?—All right.

64,916. What did Mr. Williams say about you that you want to rebut. You have got a long statement there about all work and no play, and so on. That has nothing whatever to do with us. I cannot have the time of the Denbighshire witnesses wasted?—Can I give it to-morrow at Rhyl?

64,917. Any rebutting evidence you can give at Rhyl. Prepare your statement of what you want to rebut shortly, but do not enter into any long explanation, because we cannot take it. Rhyl is the place for the rebutting evidence; but I must tell you that Lord Carrington will not accept anything but rebutting evidence?—I was put down to be here on the 6th, and it is very hard to put me to the expense of going somewhere else after slandering me in the way he has done. I want to rebut the statement that I apologised in the paper about this libel. I did not apologise, and I was not mulcted in the sum that is stated.

64,918. Very well; tell us what you wish to say about that?—I never did apologise.

64,919. You never apologised?—No, not in the least; and, besides that, it was the truth that I wrote, not anything but the truth.

64,920. I understand that an action was brought against you for libel, which you lost?—We did not take the right course.

64,921. You lost it, did you not?—I beg your pardon, let me state it to you in this manner—

64,922. Did you win or did you lose the action?—I was not the party in it; the publisher was; and he did not take the course that I advised him to take. I advised him to take justification, and instead of that, as long as I wrote—

64,923. We cannot go into the trouble between you and the publisher. I am sorry you should be the victim. The action was lost anyhow. You did not apologise, as I understand?—No.

64,924. And you say you did not have to pay damages?—I was not mulcted in that amount.

64,925. Did you pay any damages?—I did not pay any damages, but I paid some costs.

64,926. What were the costs you paid?—They amounted to 200*l.*, not 400*l.*, as it was stated.

64,927. Then you have corrected the two statements. Is there anything else you want to say?—Yes, I want to correct about this. If I could have had notice beforehand instead of coming here like this, and being interrupted in this manner—

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Major JOCELYN FFOULKES.

[Continued.]

Lord Kenyon—continued.

64,928. But do not you see that you have to confine yourself to the facts that you wish to rebut. We cannot allow the time to be taken up with long statements. I should advise you to get somebody to help you to put it into practical form, and deliver it at Rhyl to-morrow?

The witness withdrew.

Adjourned for a short time.

Major JOCELYN FFOULKES called and examined.

Lord Kenyon.

64,930. You have a short statement, I think, you wish to give us with regard to your estate?—Yes. I have laid out large sums in new buildings and repairs from 1843 to 1860, about 3,111*l.* 13*s.* 7*d.* I have rebuilt the mansion house at a cost of from 3,500*l.* to 4,000*l.* I regret I did not keep a regular account of the latter, but I went abroad in 1861, and my brother, who was acting as my agent, and who is still alive, complained that he could not keep separate accounts, so I agreed to allow 200*l.* a year at least for repairs, but this was exceeded, and since I have returned this has been often the case, and continues to be so. In fact I may say I have rebuilt every farmstead on the estate, especially Bryn-y-barent, which was

The witness withdrew.

Mr. DANIEL ROBERTS called and examined.

Lord Kenyon.

64,934. Will you kindly give us your evidence, Mr. Roberts?—Yes. I am the son of a farmer, and 74 years old. I used to live at Bathafarn, Ruthin. My father was a farmer. I lost my father when I was 15 years old, and from that time till the year 1891 I have been occupying land in the Vale of Clwyd. I went in the year 1856 to Bacheirig a farm on the Bathafarn estate. I held Bacheirig till 1875. I came into occupation of Bathafarn in 1870, and held it till 1891. I was a member of the Ruthin Union Board of Guardians for from 15 to 20 years, and was elected alderman of the Denbighshire County Council in March 1889. I propose to give evidence as to the part of the Vale of Clwyd comprised in the parishes of Llanbedr, Llanrhydd, Llanfair D.C. and Llanellidan, and more especially with reference to the Llanbedr Hall and Bathafarn Hall estates. The acreage of the above estate I cannot give exactly. Roughly the estate (including some mountain land) covers two miles long by one mile broad. Some of the land is of good quality, but there is a considerable amount of mountain land. It is popularly known that the Llanbedr

Lord Kenyon—continued.

—It is in a practical form, only you do not allow me to read it.

64,929. Well, I really cannot give you any more time. You must come to Rhyl to-morrow with the rest of it?—All right, I will not come to Rhyl at all, my Lord.

Lord Kenyon—continued.

almost in ruins when I succeeded to it in 1854. That is all I have got to say.

64,931. What year did you succeed?—To my property generally in 1834.

64,932. And I should think you must be one of the oldest landowners in the Principality?—I am about the oldest man in the country.

64,933. You have had your property longer than anybody else?—I have had it longer than anybody else, and I had the Bryn-y-barent property on the death of my aunt in 1854.

64,933A. We are very much obliged to you for taking the trouble to come before us?—I am very happy to have assisted you in any way.

Lord Kenyon—continued.

Hall and Bathafarn Hall estates are held by the present tenant for life, under a strict settlement. It is also understood to be heavily mortgaged, and there are some heavy charges upon the estate. In the year 1889 the estate was placed in the market with a view to clearing the liabilities, but it did not reach the reserve price placed upon it by the trustees. Since then it is understood to be in the hands of trustees, acting under a deed of arrangement between the tenant for life and his creditors. This fact is disclosed by the last agreement made for the estate. Since then there has been some unpleasantness with regard to the management of the estate, and a lawsuit took place a few months ago to settle the rights of conflicting parties. This can scarcely be advantageous to the tenants of the estate.

Since some 40 years the mountain land on the above and some neighbouring estates has been divided and fenced, and various portions allotted to the various farms. In paying rent or valuing a farm the mountain land is of course taken into consideration.

See evidence of next witness.

See 64,282—64,296. Re-examined 75,514.

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Mr. D. ROBERTS.

[Continued.]

Lord Kenyon—continued.

On the above estate and neighbouring estates the agents have had no special training. In most cases, they are men who have had no previous connexion with agriculture. I could mention several instances of incompetent men acting as agents. The present agent of the Llanbedr estate is an accountant, and a former agent was a solicitor. One hardship suffered at the hands of these men is that as they do not know the value of the land, they are ready to take the person who makes the highest offer as tenant, without finding whether he is in a position to do justice to the farm or not. Further, these are the men who are most ready to raise the rent of a sitting tenant. Besides, in the case of repairs, it is more difficult to get these men to understand the farmer's needs.

With regard to the date of entry. The tenant enters upon the land on the 30th of November, and the house, buildings, and one field near the house on the following 1st of May. With very few exceptions farms are let from year to year, and not on lease for a term of years. There is not a great demand for leases. It is hard to know the reason, but it is chiefly due to the custom of the country, as no one thought of entering upon a farm except as a yearly tenant. Changes in tenancy are much more frequent than they used to be. Formerly tenants occupied the same farm for generations, but latterly changes have been very numerous. I attribute these numerous changes to the high rents, and also to the fact that tenants are taken in some cases who know very little about farming.

Where the occupation of a field or plot out of a holding is resumed, for the sake of planting, building, or for other purposes, there is as a rule great difficulty in getting an adequate reduction. Upon the farm I held, a piece of land about $3\frac{1}{2}$ acres in extent was taken for the purpose of making a reservoir for the Ruthin water supply. It was only after considerable difficulty that I succeeded in getting a reduction in my rent amounting to 2*l.* an acre, which was the average rent of the farm.

A large amount of timber has been cut down at different times upon the Llanbedr estate. Very little compensation whatever was given to farmers for damages caused by the cutting of timber. In most cases, and upon the Llanbedr estate, always until about two years ago, the tenant was expected to make up all gaps or fences caused by the cutting of trees.

When the Ruthin Waterworks were being made, pipes, &c., were laid through my farm, but I never received any compensation, though I suppose my landlord was compensated. Also pipes were being laid to the Hall, and I received no compensation for this. Most of the pipes were under the road which I had to keep in repair, and did so since that time. As regards rent it is fixed at a gross sum as a rule, but of course an intending tenant takes into

Lord Kenyon—continued.

account the character of the land and the amount per acre it should be rented at. Taken as a rule the land on the Llanbedr Hall estate is uniformly rented at about 35*s.* to 40*s.* an acre for the lower part of the estate. The upper part of the estate, which consists of much poorer land, is also fairly uniform as regards rent, being about 10*s.* to 20*s.*, according to the quality. On the neighbouring estate of Berth there are farms with land of practically the same quality as the lower Llanbedr Hall estate farms for 30*s.* per acre. Then the farm Plas newydd, Llanfair, which is a good farm, probably better than Bathafarn, is rented at about 28*s.* an acre. As a rule the smaller farms are, if anything, dearer per acre than the larger farms. The average rents of farms are from 10*s.* to 2*l.*, according to the character of the land and situation of the farm. As regards services other than the payment of rent rendered by tenants in respect of their farms. The only thing I know of in this district is the carriage of two loads of coal, or two days haulage, according to the size of the farm. On Bathafarn I usually had to do two days haulage with a waggon, three or four horses, and two men. This would mean practically 2*l.* to 2*l.* 10*s.* Where the rent is fair this would not be a very serious item. I believe that in the majority of cases the landlord endeavours to obtain the highest rent. In many cases he fixes a sum as rent and the person who comes nearest to this figure, if otherwise satisfactory, gets the farm. I think I could mention farms where this has practically taken place. The result of this system is that the rents of farms are generally too high. In many cases tenants with insufficient capital are taken as tenants. In my own experience I know of no single case where arbitration has been resorted to as a means of settling rents. Rents have been raised generally within the last 50 years. The first rise took place 40 years ago, and the second rise in 1876. With reference to permanent reductions or temporary abatements of rent, permanent reductions have been made within the last two or three years temporary abatements have been made from 1886 for some years. Also last year. Sometimes the change of rents depends on a re-valuation. The change therefore depends on the state of the farm, so that in the case of a good farmer the increase is on his own improvements.

I will hand in a schedule showing the chief fluctuations in prices during the last fifty years.

As to the size of farms. Farms vary from 10 to 100 acres. A farm of 80 to 100 acres would be considered an average sized farm.

Consolidation of farms took place to a great extent some years ago. Farms are much more carelessly attended to than they used to be.

Fences, &c., are allowed to grow wild owing to the scarcity of labour. On the Llanbedr estate there are about 10 empty houses formerly

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Mr. D. ROBERTS.

[Continued.]

Lord Kenyon—continued.

occupied by labourers. In 1856 all of these houses were occupied.

There is a good deal of insufficient cultivation in the district, partly owing to the scarcity of labourers and also owing to the fact that it does not repay farmers.

As to reclamation. From 40 to 60 years ago a good deal of mountain land was reclaimed, but none of any consequence since. Much of this land has become waste again.

Arable land has in many cases been laid down in pasture. In my own case, at Bathafarn, I laid 16 acres down in pasture in 1874. I paid 30s. an acre for seeds. But in 1876 I cut up this pasture to prevent its becoming permanent pasture. As to increase or decrease of root crops, there has been an increase in root crops as compared with 30 years ago, but a decrease in the past few years.

In the year 1856 I took a farm called Bacheirig, in the parish of Llanfair Dyffryn Clwyd, on the Bathafarn estate. We were for four or five weeks discussing the agreements. I then considered myself quite free. I had nothing to lose. However, we at last agreed and I took the farm at a rent of 200*l.* per annum, and we both signed the agreement, and I took possession at once. In 1859 (three years after I took the farm) the landlord required another agreement to be executed by all his tenants. He sent for three of his largest tenants (I was one of them) thinking if he could obtain the signatures of us three that the others would do so. We had been with him three or four times before we gave way, but I found myself then in a very different position to what I was in 1856.

I found myself fastened as sitting tenant, having spent 200*l.* or 300*l.* on the farm, and so was compelled to sign the new agreement or leave the farm. Two of us signed it on the 28th May, the very day to give notice. The other refused, and consequently received a notice to quit on that day. In my humble opinion this case goes far to prove the necessity of having a Land Bill for Wales to protect the sitting tenant, because as it is the tenants are too much at the mercy of the landlord. However, I did go on improving my farm as fast as I could. In the year 1863 (seven years after I took it) I entered it for competition in the Denbighshire and Flintshire Agricultural Society, and got the first prize. In November 1869, a farm adjoining mine became vacant, and as I kept my children at home, and found my eldest son would want somewhere before long, I took the farm, notwithstanding the bad state it was in. I was for three years without receiving a shilling towards the rent, which was 232*l.* per annum. In the year 1875 all the tenants received a notice to quit, as the estate was to be re-valued by a London valuer. The object of the valuation was to raise the rent if possible all round. In the meantime I arranged with my son that he should take Bacheirig and I take Bathafarn, considering at the time that it would be a good

Lord Kenyon—continued.

start for him with 500*l.* or 600*l.* which I had left for him in the farm. After the valuation had been completed both of us consulted the landlord, with the result that my son was compelled to pay 29*l.* more rent, and by doing so the landlord pocketed what I expected my son would have. The whole improvements on the farm had been done by myself. To show the hardship of this rise I will compare the value of three quarters of corn in 1856 and 1876.

1856. Wheat,	74s. 8d.;	Barley,	8s. 6d.	
	34s. 9d.;	Oats,	27s. 5d.	- 136 10
1876. Wheat,	46s. 2d.;	Barley,		
	35s. 2d.;	Oats,	26s. 3d.	- 107 7
				29 3

My own case at Bathafarn. Only five years after I took it, I had to pay 19*l.* 10s. more rent, and the landlord told me then that if I would not agree to pay 19*l.* 10s. more, there would be plenty who would like to have the farm, when I had 500*l.* or 600*l.* in it. Between my son and myself, he took at least 1,000*l.* of my capital. However, both of us carried on as well as we could, and in the year 1877 I took the first prize for Bathafarn in a competition in connexion with the Denbighshire and Flintshire Agricultural Society, and to get the farm into that condition cost a deal of money. I am prepared to say that the sitting tenant is still at the mercy of his landlord.

64,935. Have you got the schedule showing the fluctuations in prices?—This is it (*handing same*).

64,936. Have you got both of those agreements?—Yes, this is the first one and this is the second one (*handing agreements*).

64,937. What did you object to in the new agreement?—One point is the fences between the plantations, and the fields, all over the estate. They put it in that agreement on the tenants to make the fences around the plantations, and the farms all over. Another point is that they took the land off the tenant the 1st of November instead of the 30th. Another point I should like to refer to is this: There was to be six months' notice in that. Now compare that with the 8th clause in this, I do not know whether it is the same, "To cultivate and manage the land in a good and husbandlike manner and to keep the same in good heart and condition, and in a clean state as well as in a progressive state of improvement," yet being subject to six months' notice at the same time. There is no sense in such a thing.

64,938. You were under six months' notice, were you?—Yes, and to keep the farm in that condition, it meant to put more in it than you could draw out of it. You have to keep it in a regular and progressive state of improvement, and to be subject to that notice after all, without any compensation or anything—it

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[Continued.]

Lord Kenyon—continued.

is very much against good farming in my opinion.

64,939. Were you given notice before the sale?—What sale do you mean?

64,940. Did not you say the property was offered for sale?—Oh, yes, it was only three or four years ago.

64,941. Were you given any other notice?—Yes. When they made a re-valuation in 1876, they gave notice to the whole estate.

64,942. Are you still on this farm?—I gave it up in 1891. The estate was on sale in 1889, but it was not sold. A new agent came then, and he, too, gave notice to us. The first agreement was signed by John Fairfax Jesse, Esq., and the second one too. Then the third came in 1876, which was signed by John Jesse and the tenant, and the fourth was between Col. Mousley and the tenant. It seems to me that the tenant farmers are too much in the dark, somehow. They do not know, many of them, under whom they work. It seems to me now that we cannot look at many of these landlords as being the landowners. There is a sufficient proof of that in this, I think.

64,943. I quite understand what you mean. You think they ought to feel more secure in their farms?—Yes, I mean the sitting tenant; not so much to outgoing tenant. There is nothing in the Agricultural Holdings Act, as far as I can see, to protect the sitting tenant without him being an outgoing tenant. My landlord could say to me this, "You must do so and so," after he got me on the farm and I had spent a lot of money there; he could say "You must sign this agreement or take notice." Then under the other agreement of 1876, he could say, "You must give so much," 19*l.* 10*s.* more on my farm, and they raised 29*l.* on the other farm, which I left to my son. That farm my son left in 1891, and took where I lived. It has been let to a new tenant for less rent, I believe. I do not know how much. There is another farm attached to that—a mountain about 60 acres. I took it in 1857, at the request of the tenant. It is adjoining the mountain, and the sheep walks are in one lot between the two farms. The old tenant wanted to stay in the house, and for him to be my shepherd to look after the sheep and do other work, and he has been so, and has been in the house till 1876, when I left those two farms to my son and took the other myself. He had to raise 29*l.* on Bacheirig and 10*l.* on the other farm—from 30*l.* to 40*l.*

64,944. Does he still have to pay that increased rent?—He kept there till 1891, and I gave up my own farm, and then he took where I left and let the other. The other was let to a fresh party, that is Bacheirig, the first farm we went to in 1856. The other farm he gave up about six or seven years back. He did not want it anyhow, but they reduced the farm to the old rent, from 40*l.* to 30*l.*, and he took it for about 33 years, and then left

Lord Kenyon—continued.

it afterwards. He gave notice, and he would not have anything to do with it. It was 30*l.* rent, and perhaps 4*l.* in tithe and 3*l.* or 4*l.* rates, if not more. After that they let that farm to another party for 15*l.* and for them to pay the tithe and taxes. Perhaps they got 8*l.* or 9*l.* for it, or 10*l.*, I do not know.

64,945. A considerable reduction?—Well, from 30*l.* to 10*l.* perhaps, and after one year I wanted my son to take it afterwards, and they wanted 25*l.* from him, and him to pay the tithe and taxes. He would not have anything to do with it, so the other man gets it for 15*l.* still, I believe. What I say in all these agreements is that the tenant farmer is not sufficiently secured, especially the farmer—the sitting tenant. Here is a notice that I had (*handing same*).

64,946. It is one of those cases where the property is either for sale or shortly to be for sale, is it not?—Let me read this:—

Nov.30		s. d.
1855.	When I first took Bacheirig the average value of three quarters of corn for the two preceding years was	136 7
May28	I have been compelled to sign 1859. new agreement, when value of the three quarters of corn was only	99 5
	Decrease	37 2
1875.	The estate has been re-valued and my son has been obliged to advance the rent 29 <i>l.</i> , when the value of corn was in the years 1875 and 1876 only	109 10½
		26 8½
1891.	They wanted him to sign a new agreement when the value of corn was only	75 7
	A decrease since 1855 in value of	61 0

Nov.30	I took Bathafarn farm when 1869. the average value of corn for the years 1848 and 1869 was	120 8½
	In the year 1875, I have been obliged to advance the rent from 225 <i>l.</i> 10 <i>s.</i> to 245 <i>l.</i> a year, when the value of corn was	109 10½
	Decrease	10 10½

Mr. Richard Jones.

64,947. Do you wish to hand in these agreements as samples?—Yes (*handing some*.) Then I should like to say this about ploughing up grass land. Four years after I took Bathafarn, that was in 1874, I sowed 16 acres of grass field for permanent pasture. It cost me 30*s.* an acre

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[Continued.]

Mr. Richard Jones—continued.

After I found I was obliged to raise the rent in 1876, I ploughed that up in a year or two after, because I got uneasy. I had no confidence to go on as I did before after that, and we did not go on very well with the landlord. I admit that the landlords in some way did the very best for us, but still they kept the rent up too high. The farms on the two estates were considered higher than almost any in the Vale of Clwyd for many years before then, and the old landlord, Joseph Abblett, from 1833 to 1853 used to return to the tenants 20 per cent. if wheat was under 60s. a quarter, so the farmers got that much in this time almost every year. After the death of Mr. Ablett they did not get anything. I consider that there was 20 per cent. advance in the rents then. We have never had the abatements since then. But since about 1886, I believe they did make abatements, something like 10 per cent.

64,948. Why did you plough up that permanent pasture that had cost you so much to lay down?—Because I had to raise the rent at that time. I found I could not go on, but I tried it for two years, and then I entered, in 1877, in the Denbighshire and Flintshire Agricultural Society and got the first prize against four other people, and the man next to me won the prize that very year at the Manchester and Liverpool Agricultural Society's show.

*Lord Kenyon.*See 64,958
—64,970.

64,949. I have some questions to put to you by Mr. W. Lloyd: "Did you not in the year 1887 sign an agreement of terms, and which was settled by Mr. Owen Williams, Glandclwyd, as between yourself and landlord"?—No, I think not as far as I remember. He did draw out an agreement, but it has not been signed by anyone. I think now that it stood in that way.

64,950. "Does not your son now occupy the farm which you lately held"?—Yes.

64,951. "Do you not now owe your landlord for arrears of rent"?—No, he owes me more. I sent him the bill. I owe him somewhere about 80*l.* and my bill is somewhere about 130*l.*, and it has not been settled yet.

Lord Kenyon—continued.

64,952. "Did not your landlord ask you to lay down in permanent pasture a field adjoining the park of the mansion, and he allowed you for the seeds"?—No.

64,953. "Did you not afterwards, in about three years, break up the same, and take two or three white crops"?—I asked Mr. Lloyd before doing it. That is only a four-acre field by the house.

64,954. "Was not the rent of Bathafarn reduced from 220*l.* to 180*l.* in the year 1886"?—Just a year or two after, in 1889 or 1890, I think.

64,955. Now I have some questions by Mr. J. Owen Hughes: "You state in your evidence you want a Land Bill in order to have security of tenure and compensation for improvements. Are not good tenants quite safe on their holdings at present, and are they not as a rule handsomely compensated for their improvements when leaving their farms"?—I cannot see anything to protect them. I have had all my life a great faith in the landlords. I would not have expected what I have had from anybody, but still we do not know who will be the landlord in another year. We ought to be protected as well as the landlord. They do prepare in the agreements for themselves, but nothing for the tenants.

64,956. "Would not a land court, in justice to the general public, be far more exacting as to the carrying out of the agreements and payment of the rent than the majority of Welsh landlords are at present"?—I do not expect the land court would interfere except where the landlord and tenant failed to agree.

64,957. "Do not the Welsh landlords meet their tenants fairly as regards both the rents and improvements"?—There are some, but there are others who will not, just the same as the county court. There are some honest men and there is no need for the county court, but still we must have it for those who will not pay for it, and so it is with this. I admit that our landlord and the agent have done everything in their power to help every tenant to live on the estate, but they cannot—that is the question—they cannot reduce the rent, but they do everything to help them. I admit that.

The witness withdrew.

Mr. WILLIAM LLOYD called and examined.

Lord Kenyon.

64,958. You are agent to the Llanbedr Hall estate?—I was then agent for the Llanbedr Hall estate. Bearing on the questions I asked the the last witness. I produce an agreement which was signed by the late tenant, Anne Roberts.

Lord Kenyon—continued.

It was signed by myself, on behalf of the landlord, and by her, and witnessed by Mr. Williams.

64,959. Was it drawn up by Mr. Williams?—It was drawn up by myself, at my office. Mr.

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Mr. W. LLOYD.

[Continued.]

Lord Kenyon—continued.

Williams was present. I daresay Mr. Roberts has forgotten all about it, and all matters were settled at the time. As to the other questions that I put with regard to the reduction of the rent of Bathafarn farm, the rent was reduced, as I stated, from 220*l.* to 180*l.*, and I have a document here which he signed again in the year 1890. Then your Lordship asked him for me whether he did not owe the landlord arrears of rent. He said he did not, and he made out that although he was in arrear 80*l.* he had a bill for somewhere about 130*l.* I produce another account which has been signed by him, on May the 8th, 1890—signed by myself and by him, showing a balance when he left of 74*l.* 18*s.*

64,960. Due to the estate?—Due to the estate.

64,961. Is that after the settlement of his claim?—Yes, and it is signed by him. I have not got the original.

64,962. Did he send in any other bill?—I have not had any other.

64,963. Were you agent in 1891?—Yes.

64,964. You are not agent now?—No, it is in the hands of a Receiver now.

Lord Kenyon—continued.

64,965. Perhaps he sent in a bill to the Receiver?—I do not know, I do not think so.

Mr. Grove.

64,966. There was some allowance made when he left?—Yes.

64,967. That would be in respect of compensation?—Yes.

64,968. Do you know that there is a disputed account between him and the trustees or the landlord?—I do not know that there is with regard to the Receiver, or what claim he has sent in now. I am not aware of any, but I have the Receiver's rent roll, in which he puts down this amount with arrears. He carries it on every year.

64,969. Naturally he must do that to make his balance. His arrears must balance one half-year with another, but that does not show but that there may not be a counter-claim?—Oh, no.

Lord Kenyon.

64,970. At any rate he sent in none to you?—He has sent none to me.

The witness withdrew.

Mr. OWEN J. WILLIAMS called and examined.

Lord Kenyon.

64,971. You are agent for the Cefn estate, belonging to Mrs. Williams Wynn?—Yes.

64,972. And your evidence will be confined to that?—Yes. There are many questions on the syllabus as to which you have already had very full evidence, and I only propose to deal with the important matters. First of all, the acreage is 1,980 acres, situated in the counties of Denbigh, Flint, and Carnarvon. Then as to the recent enclosures of common land by the Act of Parliament, and their effect on the neighbouring population, an award was made by Her Majesty's Enclosure Commissioners of Marian Llysfaen, on the 16th day of November 1871, and to Mrs. Williams Wynn was apportioned 68 acres, 40 of which were subsequently enclosed under the conditions contained in the said award, Mrs. Wynn having previously received notice from a neighbouring owner to fence against his property already enclosed. The result of enclosing has been to keep away trespassers from other parishes, whose, being usually in poor condition, did not respect the boundaries of the common, and consequently did considerable damage to the adjoining farms. 3 acres 1 rood were vested in the churchwardens and overseers of the poor as a place for exercise and recreation for the use of the inhabitants of the parish. Of this no use has been made. A plot

Lord Kenyon—continued.

containing 2 roods 25 perches was reserved for the purpose of erecting a school thereon, which has been carried out by private subscription. I do not think that difference of language, religion, or politics, between landlord and tenant is felt in the slightest degree. Most of the tenants understand English, and are able to carry on their business in that language. Every inducement ought to be given them to become thoroughly conversant with both languages. Not being able to talk English freely is a great drawback, and prevents a man from going from home, where he might often do much better for himself. The question resuming the occupation of a field or plot out of a holding, for the sake of building, or other purpose, has always been easily arranged by agreement with the tenant without resorting to notice. I am very careful that the tenant before signing the agreement should understand it, and usually recommend him to take it home and go over it with his friends before doing so. A duplicate, signed, is always given to the tenant. There is uniformity in the rents of land of similar qualities. Smaller tenantry pay a higher rent than larger ones. The rents vary from 10*s.* to 20*s.* per acre. There are no services other than the payment of rent rendered by tenants. The rent is fixed by valuation, and never let to the highest bidder.

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Mr. O. J. WILLIAMS.

[Continued.]

Lord Kenyon—continued.

If there are no relatives to succeed, I endeavour to give it to the most suitable applicant.

64,973. How do the rents compare with 1849?—They are lower than 1849. I have a comparative paper, if you would care to see it.

64,974. Will you hand it in?—It is rather difficult to make it out entirely, because the area of the estate has changed; some places that appear higher are really lower, because there is additional land put bought. I hardly think it worth much, not being able to explain the different farms, but it is lower.

64,975. Very well, then we will take your word that it is lower than it was in 1849?—Yes. Then, a few permanent reductions have been made. 15 per cent. has been returned for the years 1886–7–8–9, and 10 per cent. for 1892–3–4. I am always ready to re-value a farm if the tenant considers the rent unfair. Advances are never made upon a sitting tenant. Rents are usually paid about three months after they become due. A preferential claim on the part of the landlord is, in my opinion, a safeguard to the tenant. In 90 cases out of 100 he probably finds his landlord his best friend, and therefore much better for him to come to the landlord before he had not only lost his capital, but in addition involved himself with money-lenders, who possibly might not be so considerate.

64,976. Have local rates increased?—In some places they have, near the towns. At Colwyn, where Mrs. Wynn has property, the sanitary rates and such like things come very unfairly upon the tenant.

64,977. Then, will you pass on to the average size of farms?—The average size of the farms are small. There are 28 of 10 $\frac{1}{2}$ and under, 10 of 10 $\frac{1}{2}$ and under 25 $\frac{1}{2}$, 13 over 25 $\frac{1}{2}$ and under 50 $\frac{1}{2}$, and 13 over 50 $\frac{1}{2}$. I have two instances in which holdings have been consolidated, and with the very best results of increased production, and more employment of labour.

64,978. What are the size of those?—They were fairly large farms. One that was added was, I think, about 68 acres, but they were both fairly large: they were both over the 50 $\frac{1}{2}$ rent division. I consider the larger farmer is better off than the smaller, of course I refer to those who are dependent entirely on farming, and not to those assisted by other occupations. There is no real scarcity of labour. The builders' and labourers' wages employed upon this estate amount to over 100 $\frac{1}{2}$ a month. I may say there may be a difficulty in the harvest time in getting extra labourers then, but that is proof to me that all the good men are really in regular employment all the year round, and therefore you only have to put up with a second-rate kind of man if you want to get in a man for a job like assisting at the harvest, because all the good men are of course then regularly employed, and one is not able to get them. Improvements made by the landlords include building and

Lord Kenyon—continued.

general repairs, drainage, tanks, hay-barns, gates and posts, and water supply. On the above 5,000 $\frac{1}{2}$ has been spent during the last four years. It comes really to about 1,200 $\frac{1}{2}$ a year. I have got the exact sums if you would like to have them.

64,979. Do you object to giving the rent?—Not in the least: it is 2,342 $\frac{1}{2}$. I may say that part of that rent is for houses in St. Asaph, so that it is not entirely agricultural rent.

64,980. And out of that you pay 1,200 $\frac{1}{2}$ a year in labourers' and builders' wages; 1,200 $\frac{1}{2}$ for repairs?—Yes.

Mr. Richard Jones.

64,981. Are the labourers' wages included in that?—No, not labourers entirely; a great deal of the labour would be like agricultural labour; things that would not be entirely repairs, but that is employment given to the estate.

Lord Kenyon.

64,982. Some of them would be included, the builders' wages would be included, of course, in repairs?—Yes.

64,983. That would be over 50 per cent.?—Yes, it is. Here are the exact terms if you like to see them (*handing a document*).

64,984. The estate ought to be in very good order?—There is a good deal more to do always, but it is, I think I may say, in fair order. I may say that this has been going on at the same rate for the last 20 years. The women look after the house and dairy work except in large holdings. The farmers do their full share of the work on the farm, in the larger holdings the greater part of his time is taken up in supervision and management. The children work at home, and are fed, clothed, and have an allowance of money, and started on their own account when the time comes, the same practically as in richer families. There is no class of people who behave better to their children than the Welsh farmer. Labourers are better housed, fed, and clothed than at any period in their history; the purchasing power of their wages is much greater. Forty years ago a thresher earned half a hobbet of wheat (84 lbs.) on an average per week. A labourer could now purchase with his wages 1 $\frac{1}{2}$ hobbets.

Mr. Richard Jones.

64,985. Tailors' bills are higher?—I should think they are less than they were, but I cannot speak from my own knowledge 30 years ago. Farmers' labourers who live on the farm receive from 15 $\frac{1}{2}$ to 25 $\frac{1}{2}$ and their food; they generally dine with the farmer. The number of cottages have not much increased, but they are greatly improved in condition; nearly all have a garden. I may say, as regards myself as an agent, that I

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[Continued,

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was brought up in the office of my father, who had been agent at Wynnstay, with Lord Warwick and Lord Welby and other large estates. I commenced farming when I was 20 years of age 400 acres of land on my own account. Since that time I was continually farming both on behalf of my employers and myself, and I have held this present agency for 20 years.

Lord Kenyon.

64,986. I think you are master of hounds?—I have that honour.

64,987. Do you find that the farmers welcome you in this country?—Well, I can honestly say this, I have hardly ever had a rude word in my life out of any one of them.

64,988. Then whether hunting game creates any trouble or not, hunting the fox does not create any trouble?—I have never heard of any.

64,989. Have you a compensation fund?—Yes.

64,990. Is that largely resorted to by the farmers?—Yes; but the farmers in our country are particularly good, even about that.

64,991. They do not send in inflated claims? No.

Mr. Grove.

64,992. You say that 3 acres and 1 rood were vested in the churchwardens and overseers of the poor as a place for exercise and recreation. Was it fenced off at that time; you do not know, I suppose?—I do not think it was, but still it remains there.

64,993. It remains intact?—It remains intact for that purpose.

64,994. Then in comparing the present rents with those of 1849, I see you say that they are lower?—Well, they are practically. I do not think it will be much good my handing this statement in, because you would not be able to follow it. One reason is that we re-arranged—I forget when, but I think it was about 1878—a good many farms, as they were scattered about; one tenant had a field here and another tenant had a field in the middle of his, so I re-arranged it, and that altered the acreages a little.

64,995. But I suppose in saying that the rents are lower you have been as careful as you could to adjust them according to those re-arrangements that you speak of?—Yes; the rents were not altered by the re-arrangement. I mean one farmer might be a little less or a little more.

64,996. Then you say that the children are started practically as in richer families. Surely that can hardly be applied to the present time, can it?—Yes, according to the people's means. I know that many farmers who really do not

Mr. Grove—continued.

farm very largely seem to be able to start their sons in farms constantly.

64,997. Would you suppose that there is great depression in agriculture now?—No doubt there is depression in agriculture.

64,998. So that they would not be so likely to be doing so well now as they would in years past?—No, but they are wonderfully industrious hardworking people, and it is extraordinary how the good men get on and how they do start their children.

Mr. Richard Jones.

64,999. You say that there is increased production where farms have been consolidated?—Yes.

65,000. Owing to more employment of labour?—Yes.

65,001. I suppose the larger a farm the more machinery is used, is it not, as a rule?—Yes.

65,002. Do you find that the employment of machinery reduces the labour bill to any great extent?—No; I mean where you have machinery in a farm say of any size the farmer, as a rule, is able to farm better than one without machinery, and therefore there is increased production, and with machinery and increased production there is considerably more labour than there is with less production and without the machinery.

65,003. You do not know of any farmers who have reduced the number of their men in consequence of the employment of machinery?—No, I do not. I cannot say that I do.

65,004. Are there any steam ploughs used in the neighbourhood?—Yes.

65,005. On the farms?—Yes. As it happens I am partner myself in a steam plough with Colonel Hughes, of Ystrad, which goes about the country, and is very largely used. Our object in keeping it in the country was that we saw it was doing an immense deal of good in the country; it enabled people to get through their work quickly and to get their seeds in, whereas with horses and that kind of thing it made the job very much longer and made them behindhand. We found it such a great help when it was in the country that when it would have left the country we put it so that the people should have the use of it.

65,006. Do you hire it out?—We let it out. Of course, our own men go with it.

65,007. And it is utilised to a great extent?—I think it is never idle for half an hour when the weather is fit.

65,008. Are the farmers pleased with the work of that plough?—Well, they have continued to use it for 10 years or more.

65,009. And would you recommend that there should be co-operation in a matter of that kind, in employing more machinery?—Well, it is very hard to say about co-operation, or whether those things are not better done by private enterprise

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Mr. Richard Jones—continued.

If they cannot be done by private enterprise perhaps co-operation would be a good thing, but a thing that does not pay is seldom worked properly; therefore I think that those things, as a rule, if they can be done by private enterprise, are better managed.

65,010. You say that large farmers are better off than small ones. Of course, in times of depression I suppose the large farmer would be a greater loser than the small farmer?—Yes; but I think a large farmer is able to farm better than the small one, and therefore he does not feel the depression so much as the smaller one would.

65,011. We have been told over and over again otherwise, that the small farmer was the best farmer, and that he was able to hold out better in times of depression, chiefly because he took a personal share in the work of the farm?—It is perhaps hardly fair to say so, but I think in bad times the small farmer lives very very hard himself; he lives harder in that way.

65,012. And perhaps is able to eke out a living by work outside—auxiliary work?—Yes, that is very greatly done. You might almost say that most of the small farmers earn wages in some way during the year.

65,013. But where there would be no work near the small farmer, he would be rather hard hit, would he not?—That is so, but I think that case would not arise, because as a rule a small farmer like that goes and helps his larger neighbour; and I may also say, for the larger neighbour, that the small farmer would be in a very much worse position if it was not for the large neighbour. The large neighbour is, as a rule, a wonderfully good friend to the small one. They lend them their implements, without which the small farmer would probably have none. They constantly help them ploughing and in many things like that, and the small farmer is really dependent on the large farmer in that way.

65,014. One is dependent on the other. They are mutual friends?—They are mutual friends; but I think a large farmer, being of course better off than the small farmer, gives the other the greatest possible help.

65,015. And another thing, the small farmer to some extent servants to the large farmers?—Oh, yes, certainly.

Lord Kenyon.

65,016. I see you have one excellent clause in your agreement which I do not recollect seeing before: that all weeds, docks, thistles, and nettles should be spudded and otherwise destroyed before going to seed?—I may say I rather agree with Major Birch as to agreements being no use at all really.

65,017. Do you agree with him in what he said about the Agricultural Holdings Act?—Yes, perfectly; I think the present Agricultural Holdings Act does not go far enough.

65,018. I mean, do you agree with him that you might have an Act to do away with all agreements?—Certainly; I think it would be a

Lord Kenyon—continued.

most excellent plan. I think the present agreements, whatever the clauses are, are only waste paper.

Mr. Richard Jones.

65,019. Do you think the landlord would be sufficiently protected under an agreement, if an agreement did exist, if there was simply this clause, that the farm should be cultivated in a husbandlike manner?—Perfectly; but who would decide what a husbandlike manner was?

65,020. Questions are now referred to valuers, and the valuers, I suppose, would decide that question?—I should be perfectly satisfied with that.

Lord Kenyon.

65,021. Provided you knew your valuer, I suppose?—Yes.

65,022. Mr. Wynne wants to know, "Have you any suggestion to offer as to the causes of the present depression, or any remedy for it?"—The principal causes of depression are foreign competition, assisted by railway preferential rates. I have been told instances such as that of a carcase of mutton which was only carried 12 miles costing more than one from America. Our home produce ought to be carried at the same rates as the foreign. I should also suggest stricter regulations with regard to the sale of foreign meat as English; an Act like the Margarine Act should be passed to prevent imposition. I am not a protectionist, still should like to see a small duty upon all manufactured goods, especially flour; so low that it would not affect the consumer, but give a better chance to the home agriculturist and increased labour. Another thing is that I would make equal things that are assisted by foreign Governments—things that are given a bounty and sent over here at less money than they cost to produce abroad—Foreign Governments give them bounties. When they come over to this country I would make those things equal to the same price as they could be produced at in England.

Mr. Grove.

65,023. By some slight protection?—Yes, just the things that foreign countries give bounties to.

65,024. You would level them up to our own production?—Yes.

Lord Kenyon.

65,025. Mr. Wynne also asks, "Do you not think a land court would quite destroy the interest a landlord now takes in his estate?"—I do not know how the land court is going to be constituted yet, so it is rather difficult to say, but a land court according to the ideas that have been suggested, or anything like the Irish way, would entirely remove all interest from the landlord. The landlord would then become exactly in the place of a mortgagee

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[Continued.]

Lord Kenyon—continued.

and it would be an equally bad thing for the tenant as for the landlord.

65,026. What you would object to would be any individual or court to fix the rents?—Yes.

Mr. Richard Jones.

65,027. Can you suggest any way of protecting a good tenant from a bad landlord?—I think a good tenant might be protected in the Agricultural Holdings Act, if you had a new one. I think that might well be, and I think there ought to be a clause, in case of sale of land, that

Mr. Richard Jones—continued.

tenants' improvements should be protected, and I think that that would take the place of the land court; it might be so worded.

Lord Kenyon.

65,028. Do you think the general improved condition of a farm could be arrived at by any valuer?—Well, it is very difficult for the valuer, unless he knew the farm when the man took it, to say what state it is in now.

65,029. Do you think he could tell from any schedule kept?—I do not think he could.

The witness withdrew.

Mr. ROBERT ROBERTS called and examined through an interpreter.

Lord Kenyon.

65,030. You are Mr. Robert Roberts, formerly of Bryn Eithyn, Pen Machno, now of Swch yr Hafod, Llanddewi, Llanrwst?—Yes.

65,031. This is your statement, and you are satisfied that it is correct?—Yes, I am satisfied.

[The following statement of the witness was then read.]

I have left Bryn Eithin, Penmachno, 13 years last May. I was born there, and there I continued to live until I left, and I was 52 years of age when I left. I received a notice to quit. No reason was given to me why I was compelled to go away. All the buildings were in a thoroughly dilapidated state. The farmhouse was thoroughly dilapidated, only one window, and that was in the kitchen, and I myself paid for making that to Mr. Evan Williams, joiner, Ty'n y groes. All the other windows were full of holes, so that the dogs and the cats came through them without any difficulty before I left the place. The roof was in such a condition that the rain poured through, and the snow would form a thick cover over the room upstairs. When a daughter was born to me by my wife Margaret, that is 21 years ago, the snow surrounded the bed on which my wife was lying in a thick layer. It was easy to see the stars and the moon through the roof when such were visible. About the time of the birth of the girl mentioned, Ffridd Wen was added to Bryn Eithin. The steward told me when he came to me that I must take Ffridd Wen else I should lose Bryn Eithin. I went to great expense with Ffridd Wen; I drained it and spent a great deal in cultivating it, and in eight years he sent a man to me, his head workman, John Williams, Nantyrwrch, Tyn y Coed, after I had gone to bed, calling me out of bed in the middle of the night to go to Rhydlanfair to the steward, and after I got there he told me that I should have to give up Ffridd Wen to him or I should have a notice to quit, and so I did. I held an auction sale of the stock and another auction in 12 months on the stock of Bryn Eithin, because I had received a notice to quit, and though I made many efforts I never

Lord Kenyon—continued.

had a word of explanation why I had to leave. I made many requests for repairs, but in vain. When the late Mr. John Richards, Cae Llwyd Bach, head slater for Lord Penrhyn, came past on one occasion he looked about him and was much surprised, and he said that the buildings were "like destruction, and had no covering." The neighbours were surprised, seeing that I farmed so carefully, that I did not get any repairs done. I made many drains, and my father before me cleared the land from boulders and stones of every kind, dug out underwood from the ground; he drained, he cultivated, and he built fences. I made a big stone wall between my farm and Dylasau, I set iron poles and wire on the top of the wall, and I paid Lord Penrhyn's workman, Mr. David Hughes, Tyn y Coed, 4s. a day for the work, and I did not get a halfpenny for the great expense I was obliged to incur. The improvements I have mentioned are to be seen, so that this matter cannot be one of dispute. When I was losing Bryn Eithin I asked, at Pen y Bont, Ysppyty, for some little compensation for the expense I had been put to with the wall already mentioned. I was then told that if they, the stewards, had to pay for the walls I should have to pay for repairing the buildings at Bryn Eithin, and leave the farm to them. Lord Penrhyn did not pay 1s. for repairs of any kind at Bryn Eithin while we, as a family, were there, and only one tree, poor and worthless, which had been blown down by the wind, was given to us. I worked for two days at Rhydlanfair farm, I was asked to do so, and I had no payment of any kind. His workman, David Hughes, came to me on one occasion and asked me to go past Rhydlanfair with the cart, in which were two pigs. Going past Rhydlanfair took me far out of the road that was necessary, and it was a very bad road, and almost impassable. Upon arriving there I was compelled to take in my cart two pigs belonging to Mr. Williams, and after arriving at Llanrwst I had, as payment, two pennyworth of gin. It is understood that those who flatter and soothe Mr. Williams receive favours, and those that do not are always skinned. I never had but his frown whilst I

see 65,040
-65,077.

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Col. the Hon. W. E. SACKVILLE WEST.

[Continued.]

Lord Kenyon—continued.

was at Bryn Eithin, and so far as I could see he would place every obstacle in my way. I am not aware of having done anything to offend him. He never complained that I did anything wrong in the way I cultivated the farm, or in any other way, to this day. I have had no explanation why I was compelled to leave. I, with my wife, went together to Mr. Williams to Rhydlanfair to beg for our home, but his bearing towards us was short, stern, and cruel, and he informed us that it had been let to another.

65,032. What is the size of Bryn Eithin?—100 acres altogether.

65,033. What rent?—29*l*.

65,034. And Ffridd Wen?—I believe it was about 80 acres; I am not certain.

65,035. What is the rent of that?—20*l*.

The witness withdrew.

Colonel the Hon. W. E. SACKVILLE WEST re-called and further examined.

Lord Kenyon.

65,040. What do you wish to say?—The first statement of Mr. Robert Roberts, I think, was that Ffridd Wen was added to his farm. It is correct that it was added some 16 or 17 years ago, but after it had been added to it for some years, and held with it, it was found that inconvenience arose, and as the former tenants who had formerly held Ffridd Wen, the old family, wished to take it up again, I thought it desirable again to divide the holdings, and put the old family into Ffridd Wen.

65,041. Did the steward tell him that he must take it; that he was obliged to take it?—I am not aware that he did. If he did so it was not by my direction, but the steward is here and will give his own evidence afterwards. It was not by my desire that he told him he must take it.

65,042. Then he states that he had to give up the farm?—The reason that he was required to give up the farm was that he had taken another farm at a great distance, at least, a considerable distance off, I believe the farm he now holds. For two years—I think it was about two years—he did not live at all in the farm. Then as regards improvements, I am not aware of any improvements that he made. No such were ever brought to my notice, and no claim for improvements was ever sent in by him to me. Had it been sent in I should have considered it, and he would have been compensated accordingly. There was a good fence made and wires put up at the top of the fence at the expense of Lord Penrhyn, and the tenant was asked to help to build up the wall on which the wires were put.

65,043. Was the house in very bad repair?—I was going to refer to the house. The house was in a very bad repair. He says he did not see me, but I inspected the house and went carefully over it. I cannot remember whether he

Mr. Grove.

65,036. When you went to that farm was the house in a bad condition?—Do you mean Bryn Eithin or Ffridd Wen?

65,037. Bryn Eithin; the first one?—Yes, it was; only it got worse all the time.

65,038. Did they promise to repair it?—Yes, they did promise, but I could not get Mr. Williams to do it. I never saw Colonel Sackville West near the place.

65,039. When you went with your wife to see Mr. Williams you say the agent received you unkindly. Do you really mean that?—I do mean it, at the time I and my wife went there to beg for the farm.

Re-examined
65,067.

Lord Kenyon—continued.

was in it or not at the time. I think it was after he had gone to the other farm; but that I will not be certain of. It was one of those buildings which were in very bad repair, and which ever since I have been agent for the estate I have been attempting one after the other to put in repair. This was one of those that was not yet done when he left. I promised him, like all others, that I would do it as soon as I could. It has been since, I may say, put into good repair. That is all I have to say.

Mr. Grove.

65,044. How long did he live there?—In his statement I think he said he left 13 years ago. I do not know how long he had been there before that.

Lord Kenyon.

65,045. Did he work for two days at Rhydlanfair?—The tenant of Rhydlanfair will answer that himself.

Mr. Richard Jones.

65,046. How long was he tenant of the place?—Well, I cannot say. I found him tenant there when I came, and I cannot say how long he had been there before that; but I have been agent nearly 17 years, and he was there till 13 years ago.

65,047. He would be there about four or five years while you were there?—Yes, he would be four years as near as possible.

65,048. Would you undertake to say that during the whole of the time you had not seen the place?—Oh, no, I have seen the place, but I did not see him. I have been over the land, because I went, as I said, to every place when I became agent.

The witness withdrew.

See 65,067
and
65,077.

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Mr. E. J. WILLIAMS. Mr. R. ROBERTS.

[Continued.]

Mr. E. J. WILLIAMS re-called and further examined.

Lord Kenyon.

65,049. You are sub-agent to Lord Penrhyn, at Rhyddlanfair?—Yes.

65,050. What have you to say?—What question do you wish to put to me?

65,051. You heard the evidence of Mr. Robert Roberts. Did you tell him that he must take this other farm, Ffridd Wen?—No, I did not; it was at his own request that he wished to have Ffridd Wen.

65,052. He said, "The steward told me when he came to me that I must take Ffridd Wen, else I should lose Bryn Eithin." You say that is not true?—It is not true.

65,053. Afterwards did you go to him after he had gone to bed, and call him out of bed in the middle of the night to go to Rhyddlanfair?—No, I did not.

65,054. When he got to Rhyddlanfair did you tell him he would have to give up Ffridd Wen, or that he would receive notice to quit?—I read a notice to quit to him. That is all my duty.

65,055. Did he do two days work at Rhyddlanfair?—Well, he says there that he has done two days work at Rhyddlanfair. I took Rhyddlanfair in 1884, when he left, nearly 14 years ago. That is a sufficient answer to that.

65,056. You were not at Rhyddlanfair farm at that date?—I did not take Rhyddlanfair till 1884.

65,057. He says, "I never had but his frown." Is that so?—Not to my knowledge; I always endeavour to deal as courteous as I can to the tenants.

65,058. Did he and his wife go to you at Rhyddlanfair to beg to stay where they were?—His wife came; he did not come.

Lord Kenyon—continued.

65,059. Had he been living there at Bryn Eithin?—Yes.

65,060. I mean recently?—Yes.

65,061. Col. Sackville West said that he had to give up because he had taken this other farm where he was living?—Yes, where he is living now; that is the fact.

65,062. Had he at that time given up living at Bryn Eithin when he came to you?—He had not given up to us Bryn Eithin.

65,063. Had he given up living there, given up making it his home?—Yes, he had gone to live at the place where he is now, leaving his own children here.

Mr. Richard Jones.

65,064. Is there any truth in his statement that he took a pig of yours to Llanrwst and all you gave him was two pennyworth of gin?—I have not the slightest knowledge, and if he did so we help each other ploughing and every other thing. I have carried I do not know how many people's pigs almost daily, and I have never got a pennyworth of gin yet.

65,065. But have you any recollection of his ever carrying a pig for you?—Not the slightest.

Lord Kenyon.

65,066. You think you were not at Rhyddlanfair at the time?—I was living at the house of Rhyddlanfair; I might have had a fat pig. I do not know.

Mr. ROBERT ROBERTS re-called and further examined through an interpreter.

Lord Kenyon.

65,067. Now what have you got to say?—I want to rebut Col. Sackville West's evidence that I had left the farm for two years before I had notice to quit. It was only three months.

65,068. Had you left off living at Bryn Eithin?—My son was there looking after the farm.

65,069. Which farm were you living at yourself?—Bryn Eithin.

65,070. And the children were living at the other. Is that so?—No; all of us were together; there was nobody in the other farm.

65,071. Was there anybody at Swch yr Hafod?—I had gone to live there in May, and I had this notice in three months after that.

65,072. I want to know which house you were living in?—Swch yr Hafod at the time. Mr. Williams says he had no land when I did some haulage for him, but he had land.

Lord Kenyon—continued.

65,073. Do you stick to that statement that you did two days work for Mr. Williams at Rhyddlanfair?—Yes, I did work for him on land that belonged to him.

65,074. You say Mr. Williams had some land?—Yes, he held land, and he lived in the agent's house, the Plas.

65,075. But he had not the farm in his occupancy?—No, he had not then.

65,076. Have you anything more to say?—I and my wife were with him in the parlour. I am willing to stand by everything in this statement. My father before me was tenant of Bryn Eithin. It was waste land, and no fences in it.

65,076A. Did you send in any statement of claim to the office?—I did not. I tried to get it from Colonel Sackville West at the rent audit, but I would not get it else, if they would have to pay I should have repaired Bryn Eithin for the new tenant.

The witness withdrew.

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Mr. D. MORRIS.

[Continued.]

Colonel the Hon. W. E. SACKVILLE WEST re-called and further examined.

Lord Kenyon.

65,077. What further statement do you wish to make, Colonel West?—I only wish to say that I was mistaken about the two years, I believe. I have asked Mr. Williams to refresh my memory.

Lord Kenyon—continued.

I misunderstood it. I do not think he was two years away from the farm; it may have been a shorter time, but the fact remains that I gave him notice because he had taken another farm.

The witness withdrew.

Mr. DAVID MORRIS called and examined.

Lord Kenyon.

65,078. You are Mr. David Morris, of Peilwys, Old Colwyn?—Yes.

65,079. You understand English?—Yes, this is my evidence.

I was brought up on a farm, and am now a tenant farmer, occupying about 420 acres of land, viz., Peilwys, 120 acres, in the parishes of Llysfaen and Llandrillo; Ty Mawr, 160 acres, in the parish of Llysfaen; Voel, 140 acres, in the parish of Eglwysfach.

Mrs. Williams Wynn, of Cefn, St. Asaph, is the owner of Peilwys and Ty Mawr, and Voel belongs to H. D. Pochin, Esq., of Bodnant Hall, Eglwysfach.

In my opinion the enclosure of waste land is advantageous, as those who were entitled to rights did not benefit by it, strangers, who had no right whatever, turning in their stock.

Wastes, when unenclosed, are generally overstocked by the commoners, with the result that the stock stray and trespass on the adjoining enclosed land.

I may also refer to my own experience with the Voel referred to above. 42 years ago my father took a lease of the Voel—then an open waste of 140 acres—for 21 years, from Mr. Hanmer, of Bodnant, the annual rent being 7*l.*, or 1*s.* per acre. It was stipulated in the lease that we should enclose the land, plant a certain number of hedges of thorn quicks, and erect a house and outbuildings. This was done, and a far greater number of quicks planted than stipulated. The house and outbuildings are substantial, and are now in good state of repair.

All the hedges full of growth. We also drained the greater portion of the land, which was not stipulated in the lease. At the end of 21 years the lease was renewed at an advanced rent of 43*l.* I was offered a lease from the present owner, H. D. Pochin, Esq., of Bodnant, but refused, and I believe that this is the general feeling with regard to leases. I have this year taken the Voel as yearly tenant, the rent being 50*l.*, tithe included. As a tenant of the Cefn estate I prefer my position under an agreement to that of a lease.

Politics, religion, or language do not make the slightest difference between me and my landlady or her agent. All her agricultural tenants, without exception, are Welsh, and I have never heard of a tenant being questioned as to his

Lord Kenyon—continued.

religious or political opinions, and no pressure has ever been used in this direction.

Mrs. Williams Wynn can make herself understood in Welsh, although not quite so fluent as a Welsh-speaking Welshman, and I have no difficulty in understanding her or her agent's English. I do not think there is a tenant on the estate who is not able to transact business in English with the agent. The usual time for entry in this district is the 29th September for the arable land and part of the buildings, 20th November for the grass land, and the 1st day of May for the house and remainder of buildings.

Copies of agreements are always given, and tenants do, or should, understand it.

There is, generally, a uniformity in rents of land of similar quality on neighbouring estates, the rents of small farms being somewhat higher per acre, owing to the expenditure for house, buildings, &c., being much higher in proportion to the rents received. Rents vary from 15*s.* on the upland to 25*s.* on the lowland farms. Small plots of accommodation land are let in this neighbourhood at from 40*s.* to 50*s.* per acre.

There are no services rendered other than the payment of rents by the tenant in respect of the farm. And the farms on this estate are not let to the highest bidder, the chief object being to get the best farmer, honest and straight.

During the present depression the tenants on the Cefn estate have received abatements varying from 10 per cent. to 15 per cent. All the permanent improvements on the estate are made by the landlord, and no interest charged thereon, viz., drainage, farmhouse and buildings, hay barns, rain-water and liquid manure tanks, gates and posts, and waterworks.

Local rates have greatly increased during the last 25 years, the increase falling on the tenant, although the value must eventually depreciate to the landlord. I wish to refer particularly to the sanitary rate in the parish of Llysfaen, which I consider a great injustice to the farmer, as he has to pay for what benefits others, and which is of no advantage whatever to him. For instance, 2,000*l.* of the ratepayers' money in the parish of Llysfaen has been spent ostensibly to carry out sanitary and water works for the benefit of people living at Graig, but the chief object being to bring Tan-y-llwyfen in connexion with the Colwyn and Colwyn Bay drainage and water supply. The scheme was opposed by all

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Mr. D. MORRIS.

[Continued.]

Lord Kenyon—continued.

the ratepayers of Llysfaen. The sanitary rate in the parish of Llysfaen last year was 2*d.* in the pound, this year it is 3*s.* in the pound. I now have to pay 10*l.* a year in respect of works made to benefit others, and which can be of no gain to me.

Consolidation of farms has not been general but in my own case I do not hesitate saying that the land has produced more, and more labour has been employed. Small farmers depend a great deal on their neighbours on larger farms for help, which is ungrudgingly given.

Labourers are scarce at times.

There is no land going out of cultivation in this district, and I do not know of any waste land in the district which could be profitably reclaimed.

Bare fallows have fallen into disuse, being substituted by the growth of root crops, which not only answers the purpose of cleaning the land, but a valuable crop is grown.

There is no trouble with the game on this estate.

The chief cause of the present depression no doubt is foreign competition.

Mr. Grove.

65,080. Why is there a rate of 3*s.* this year and 2*d.* last year?—It is a special rate.

65,081. What for?—For the drainage.

65,082. Of which you say you get no benefit?—No.

65,083. You are too far away to get any benefit?—The farm is too far away.

Mr. Richard Jones.

65,084. You have three holdings have you?—Yes.

65,085. Who lives in the farm of 120 acres, Peilwys?—Myself.

65,086. Who lives at Ty Mawr?—Ty Mawr is close by.

65,087. Who lives in the house?—My son is there most.

65,088. Is he married?—No.

The witness withdrew.

Mr. THOMAS ROBERTS called and examined through an interpreter.

Lord Kenyon.

65,102. You are a horse dealer?—Yes, I deal in horses and cattle.

65,103. You live at Ty Gwyn, Llanddoget, Llanrwst?—Yes.

[The following statement of the witness was then read.]

My complaint against Lord Penrhyn's stewards is this: I took a house at Penmachno for 7*l.* a year, and I spent 70*l.* at the request of the steward to build a cart-house and stable, a pig-stye and cow-house, and a place for a chaff-cutter, and in altering an old hovel to make it into a slaughter-house and a butcher's shop. After spending all the money I received a month's notice, and he

Mr. Richard Jones—continued.

65,089. Who lives at Voel?—Some people close by; they live in the house.

65,090. Does he work on the farm?—On the farm, yes.

65,091. Do you consider that the Voel is as cheap as Ty Mawr and Peilwys?—I do not say so, but I have some amusement to go there sometimes. There are some good fences there. That is a great thing in a place like Voel, with the mountain there.

65,092. The question I asked you was, did you think that Voel was as cheap as the other two places?—No.

65,093. So that there is not really uniformity of rent?—No, the land is very different.

65,094. Of course I am taking the land into consideration, we will say that it is more highly situated; I ask whether it is as cheap at perhaps a reduced price per acre as the other two places?—The upland farms depend so much on the seasons.

65,095. So that really a highly situated farm is more of a speculation than a lowland farm. Is that so?—Yes.

65,096. A living on a highly situated farm is more uncertain than on a lowly situated place?—It is.

Lord Kenyon.

65,097. I have two questions handed in by Mr. Owen Wynne: "What do you think about a land court"?—Well, I do not want it.

65,098. "Then you are on perfectly comfortable terms with your landlord and your agent"?—Yes.

Mr. Grove.

65,099. But do you know any farmers that are not perfectly comfortable?—No, I do not.

65,100. As far as you know they are all perfectly comfortable?—Yes, so far as I know.

Lord Kenyon.

65,101. You are speaking of that particular estate?—Yes, for the Cefn estate.

Lord Kenyon—continued.

sold the place without telling me a word about it. Had he told me that he wished to sell it, I would have bought it myself. I sent a letter to Lord Penrhyn, but received no reply.

Another matter. He (the agent) acted oppressively towards people who had a small place to keep a cow or two, and had a right to turn ponies on some Crown land. He (the agent) would gather together the ponies and charge 1*s.* 6*d.* for them, and subsequently they enclosed a piece of the Crown land, when that was not right to do, but some favourites of Mr. Williams (the agent) were allowed by him to turn out without any payment, while

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Mr. T. ROBERTS.

[Continued.]

Lord Kenyon—continued.

oppressing others, leaving some people to live in houses that were unfit, but doing everything for others, even erecting boundary fences to enclose their farms.

I do not think Lord Penrhyn knew this, but I am of opinion that it is time to put an end to the agent's doings, and now is the time to make them public.

I feel for my fellow-man, and would therefore show these and similar things to Lord Penrhyn. Should anyone turn Tory with the agent when he tries to become a County Councillor, there is nothing that he will not do for him, even to laying on water for the boiler in the house, so that I do not wonder at all at D. Jones, Pennant, Ysbytty, going to Llanrwst to praise Mr. Williams, but I saw a time when he would have done anything in his power against Mr. Williams—that was when he made him pay for the ponies on the mountain to which his farm adjoined; but now he does everything for D. Jones, but I was surprised, all the same, that he went to Llanrwst to give favourable evidence on behalf of the agents and say that the tenants have no complaints. I can say a good deal more if allowed to.

Mr. Grove.

65,104. You say you spent 70*l.* at the request of the steward?—I do. I spent that by asking his permission to do so, and he giving me permission.

65,105. You did not get any letter from him?—No, I trusted more in Lord Penrhyn than that, and I believe if Lord Penrhyn knew, such a thing would not exist, but Mr. Williams was against me before he ever came to our part, when he was at Pantglas. He used to come to Llanrwst Fair. He came to Llanrwst Fair once with two horses to sell—

Lord Kenyon.

65,106. We cannot go into private quarrels between you and Mr. Williams before you went on the estate?—I am only saying that he was against me, and that he is against every man whom he takes against once.

Mr. Grove.

65,107. Why do you think he is against you?—I used to take some mountain land for ponies. There was an old man who had not sufficient stock for his farm, and I took the mountain from him. When Mr. Williams saw that it was I that took the mountain he refused to let the old man let it to me, though he was glad to do so.

Lord Kenyon.

65,108. I think it is the practice on the estate not to sub-let, is it not?—I also took land from Mr. Thomas Lloyd, Ffynnon. The river went through the middle of it. When the river flooded it came up to the meadow so that I could not go through, so that I could not take the things through. There was a field about as wide as a street belonging to Lord Penrhyn. There was a place, a gap, or a gate for every

Lord Kenyon—continued.

farmer before me to pass through. Mr. Williams and Colonel West went past, and he showed it to Colonel West, and it was shut up. I used to give a load of mountain hay for being allowed to go through the gate.

65,109. Who was the man from whom you took this land?—Richard Thomas, Tri ffynnon. I took land from Mr. Lloyd Williams, and the present Lord Penrhyn then let the shooting to Mr. Pennant. There were two coveys of partridges there, and I told the keeper of them. When I saw that they were shutting up this gap, and that they would leave my things to drown, I told them I would not allow them to come there to shoot. They said Mr. Pennant took the shooting from Mr. Lloyd Williams. I said I did not care for Mr. Lloyd Williams or Mr. Pennant; I would not let them come there to shoot over my land. Mr. Lloyd Williams did not tell me that he had let the land. Then the head keeper told Mr. Pennant the reason I was against it, and said I was one of the best men in Penmachno. Mr. Pennant then said if there was no place for me to go through if the water came I could go through the corn. Mr. Pennant said that would not be sufficient, and he said that he would inquire into the matter. I was taking the house for 7*l.*, and making a place for my boy to be a butcher. I had gone away. My son got married. I knew nothing about it, and I got a month's notice to leave.

65,110. Who gave you notice to leave?—Mr Williams.

65,111. You have said that before, have you not?—A man had quarrelled with my son, and he went to Mr. Williams, and both made it up between them to cause a loss to me. I used to buy ponies. I brought my ponies from the mountains. He took the country people to gather the ponies together and took them to Rhondu, and then took them to Penybont. This mountain was Crown land. Everybody except those that Mr. Williams liked to omit had to pay 7*s.* 6*d.* for having ponies there, including the previous witness of Lord Penrhyn's.

65,112. You have said all that before. Anything fresh we shall be glad to listen to, but the time is getting short?—Now I am going to talk about this side of the river in Denbighshire. There in the mountain there were two young men taking places for ponies in the Ffrydd.

65,113. Who were they?—Richard Jones of Wylfer, and David Davies of Rhwsfawr. They took pasture for the ponies at Hafodlas, and they escaped to the mountain. They went to collect the ponies, and they brought them to Ceiriggellyewm farm. Instead of taking them to Cefngwen they put them in the park there, through which there was a road. They locked one of the roads. They locked each gate in the farm. The boys went there and broke the locks. They went to law about it three times. Then it was adjourned to Wrexham. It cost the boys about 50*l.* each. Mr. Lewis, who appeared for them, asked them would they like to leave things as they were or to go on. He was sure they would succeed, but it was only an earthen pan knocking against a

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Mr. T. ROBERTS. Col. the Hon. W. E. S. WEST

[Continued.]

Lord Kenyon—continued.

brass pan; so the young fellows were broken-hearted and they would rather give up the action whatever. As to the farms in Ysbytty, I believe Lord Penrhyn is one of the best gentlemen in Wales. There are two farms, one inhabited and the other cultivated from the first farm. One farm gets every improvement that it wants and the other farm—

65,114. You have said that before. Do give us something fresh?—I am going to tell another thing now. The other house, the man who could not get any repairs at all, lived with the cows.

The witness withdrew.

Colonel the Hon. W. E. SACKVILLE WEST re-called and further examined.

Lord Kenyon.

65,116. What have you to say about the last witness's evidence?—Thomas Roberts was the tenant merely of a cottage; he had no land at all; it was a cottage in a street at Penmachno. He took this house under the usual monthly agreement for cottages, as distinguished from those that have land; and on my finding that he had left the place, and left his son there and gone elsewhere, I gave him a notice to quit, because I wanted the cottage for the purpose of people who lived on the spot, and I did not wish to let it to his son. With regard to his claim for improvements, he was allowed, I believe, by Mr. Williams to put it up, but he was told by Mr. Williams that he would do it at his own risk, and that he would have no claim for compensation. I saw the place; it was only a galvanized iron roof on posts, and when he went away, although it was attached to the freehold, he was allowed to take off the roof and cut the posts down to the ground and take the whole of the materials away with him.

65,117. Did he spend 70l.?—I cannot tell; I should not have thought so; but whatever it was he was allowed to take it all away, and besides he was told that he did it at his own risk when he put it up.

65,118. Then with regard to the ponies?—With regard to the ponies, of course there is a mountain there, and those only who hold land are allowed to turn on ponies. Periodically the mountain was driven to see who had a right to have ponies there and who had not. The ponies belonging to people who had no right to turn them there were impounded, and the expenses of

Lord Kenyon—continued.

65,115. Who was this?—William Lloyd, Trwynswchr. He was not right in the head either. He was sleeping in bed and there was snow on the bed. He was sleeping downstairs, and when he got up he was half in snow. He knew the dog was in the kitchen, but as he could not see it, he shouted to it. He got up from the screen, where he had been covered with snow, and went to the next farm, about 200 yards off, and that was perfectly snow tight. If there was only a slate off he would send the slater there to repair it.

Lord Kenyon—continued.

the whole thing were charged to them, amounting to 7s. a head on the ponies that were found. That was done at the express wish of all the tenants of the place, who found that a great many people who had no more right than this man had turned ponies on the land, and there was a great deal of trespass.

65,119. Is it Crown land?—It is claimed by the Crown. With regard to the other place, Ysbytty, that was a case of pound breach. The pound was broken open, and all the ponies got out. An action was brought by the steward of the manor for pound breach, and it was successful; at least it was abandoned, I think; it went by default as far as I remember. With regard to the other question about the gate, I know nothing at all about it. This is the first I have heard of it. Certainly Lord Penrhyn never mentioned it to me, and I was not aware that there had been any quarrel about it.

65,120. I have some questions by Mr. Thomas Roberts: "Did you not stop by the house and tell me that it was no encroachment to put up the buildings?"—There was no encroachment that I am aware of; it was his own garden.

65,121. "Did you not also tell Mr. Williams that they were valuable buildings?"—Perhaps you will allow Mr. Williams to answer that question.

65,122. The question is put to you: did you not tell Mr. Williams?—No, I do not remember ever telling him anything of the kind.

The witness withdrew.

Mr. HUMPHREYS ROBERTS called and examined.

Lord Kenyon.

65,123. You wish to say something as to the rates?—I desire to be allowed to put in the following statement in reply to Mr. Henry Williams, Pasyward; Mr. Robert Roberts, Clocaenog, and Mr. Wynne Edwards, Denbigh.

Lord Kenyon—continued.

Mr. Henry Williams, Pasyward, stated in his evidence on Monday last, at Ruthin "local rates have gone up."

Mr. Robert Roberts, Clocaenog, stated in his evidence on Tuesday last at Ruthin "that he

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Mr. H. ROBERTS.

[Continued.]

Lord Kenyon—continued.

" was a general agent, and amongst other offices
 " was rate collector, that rates had gone up in
 " the last few years, partly owing to county
 " council expenditure, and that he had con-
 " sequently found difficulties in collecting, and
 " had to call frequently before he got the rate."

See 63,105-
 6, 63,130-
 63,132 and
 63,164-
 63,166.

Mr. Wynne Edwards, Denbigh, stated in his evidence on Wednesday (yesterday) at Denbigh, " that rates had increased in the district he " spoke of, and especially so in the last year, " owing to the expenditure of county council " and to a mistake of the Finance Committee of " that body." As clerk to the union in which the parishes referred to by these three gentlemen are situate, I beg to be allowed to correct these statements. In the first place—

Robert Roberts is not a rate collector for any parish, and consequently made a statement as to difficulty of collection and his knowledge of the increase of rates which is to say the least, misleading.

Robert Roberts is, I believe, a collector of income tax for a small district.

The Ruthin Union comprises 21 parishes within the county of Denbigh, area 99,068, gross value 98,193*l.*, and rateable value 90,682*l.*, or a little less than one-sixth the rateable value of the county.

In the year ended Lady Day 1870, the contributions for union and county purposes was 11,001*l.* on a rateable value of 88,180*l.*, or equal to 2*s.* 6*d.* in the pound; of this sum 1,894*l.* was required for county rates, or something over 5*d.* in the pound.

For five years ended Lady Day 1874, the contributions for union and county purposes was 45,290*l.*; of this sum 9,849*l.* was for county rates.

For five years ended Lady Day 1879, the contributions for union and county purposes was 35,320*l.*; of the sum 8,576*l.* was for county rates.

For five years ended Lady Day 1884, the contributions for union and county purposes was 34,310*l.*; of this sum 11,343*l.* was for county rates.

For five years ended Lady Day 1889, the contributions for union and county purposes was 36,142*l.*; of this sum 11,218*l.* was for county rates.

For five years ended Lady Day 1894, the contributions for union and county purposes was 27,190*l.*; of this sum 7,803*l.* was for county rates, or, compared with 20 years ago, a reduction for union and county purposes of 18,100*l.*, and of this a reduction of 2,046*l.* for county rates, or, compared with 10 years back, a reduction for union and county purposes of 7,120*l.*, and of this a reduction of 3,540*l.* for county rates.

The rateable value of the union in 1870 was 88,180*l.*, and varied up to 93,091*l.* up to 1874, when, by virtue of the Rating Act of that year, sporting rights and woodlands became assessable and the rateable value increased to 99,969*l.*, and up to Michaelmas 1883, went on increasing up to 100,818*l.*, from that date to the present the rateable value has decreased until at Lady Day 1894, it was 90,682*l.*

Lord Kenyon—continued.

In the year 1869-70, a school board did not exist in Clocaenog, referred to by Mr. Robert Roberts, or in Nantglyn, referred to by Mr. Wynne Edwards, nor was there any expenditure under the Sanitary and Education Acts. The highway expenditure under the highway board in Clocaenog was the same as at present, and has averaged 6*d.*, yet in the year 1870, the contribution or rate for union and county rates only was equivalent to 2*s.* 6*d.* in the pound, or over 2*s.* 0½*d.* in the pound for union purposes, and over 5*d.* in the pound for county rates, whilst in the under-named periods the following are the figures, the column of totals, excluding 1870, include not only union and county rates, but also highway, school board, and School Attendance Committee expenditure. The average school board rate during the following periods has been in Clocaenog 2½*d.*, and Nantglyn 6*d.* per annum.

The period which covers the expenditure of county council commences for the year ended 1890.

Period.	Union.	County.	Total.	Total for three years.
	<i>s.</i> <i>d.</i>	<i>d.</i>	<i>s.</i> <i>d.</i>	<i>s.</i> <i>d.</i>
Clocaenog.				
1870	2 0 $\frac{3}{4}$	5 $\frac{1}{2}$	2 6	} 6 8
1883	0 9	5	2 0	
1887	1 0 $\frac{1}{2}$	5 $\frac{1}{2}$	2 2	
1888	0 10	5	1 10	} 6 4
1889	1 2 $\frac{3}{4}$	4 $\frac{1}{2}$	2 4	
1890	0 11 $\frac{1}{2}$	5	2 2	
1891	1 0 $\frac{1}{2}$	3	2 2	} 5 10
1892	0 11	2	1 8	
1893	1 0	2 $\frac{1}{2}$	2 0	
1894	0 9 $\frac{1}{4}$	4 $\frac{1}{2}$	2 0	
Nantglyn.				
1870	2 0 $\frac{3}{4}$	5 $\frac{1}{2}$	2 6	} 6 8
1883	0 8 $\frac{1}{2}$	5	1 8	
1887	0 11 $\frac{1}{2}$	5 $\frac{1}{2}$	2 6	
1888	0 11	5	1 7	} 5 3
1889	1 2 $\frac{3}{4}$	4 $\frac{1}{2}$	1 10	
1890	0 11 $\frac{1}{2}$	5	1 10	
1891	1 0 $\frac{1}{2}$	3	1 8	} 5 0
1892	1 0	2	1 6	
1893	1 0	2 $\frac{1}{2}$	1 10	
1894	0 9 $\frac{3}{4}$	4 $\frac{1}{2}$	2 0	

I am fully aware that the county rate for the current half year is equivalent to 3*d.* in the pound; even assuming the call for the next half year to be also 3*d.* in the pound; this would give a total rate for the last six years of 1*s.* 11½*d.* in the pound, as against over 2*s.* 9*d.* for the previous six years.

The rateable value of the county, fixed in 1885, is 585,771*l.*

Mr. Grove.

65,124. Is that the total rateable value for the county that you have just given?—It is 585,771*l.*

Lord Kenyon.

65,125. We are much obliged to you for having taken the trouble to prepare your statement. I have two questions by Mr. Wynne

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Mr. H. ROBERTS.

[Continued.]

Lord *Kenyon*—continued.

Edwards: "Do you deny that the county rate " has gone up this year"?—I do not. I say so here in the statement, that it has gone up 3*d*.

65,126. Threepence for the half-year?—For the half year.

65,127. That is equal to 6*d*.?—If it is another 3*d*. for the next half-year it would be equal to 6*d*. As I say, that will be a total rate for the last six years of 1*s*. 11½*d*. in the pound, as against 2*s*. 9*d*. for the previous six years.

Lord *Kenyon*—continued.

65,128. Is it not 7*d*. or 7½*d*. this year?—The first half-year is 3*d*., and I anticipate that the next half-year will be 3*d*. also.

65,129. When was it so high before?—The average for the county has been 3¾*d*. for the last six years. Before the county council came into operation it was an average of 5½*d*. for the previous six years.

The witness withdrew.

Adjourned.

7 September 1894.]

Mr. T. W. BOWDAGE.

[1894-1895, 23]

SEVENTY-THIRD DAY.

Assembly Rooms, Rhyl, Flintshire, Friday, 7th September 1894.

PRESENT:

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHŷs, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. THOMAS WATKINS BOWDAGE called and examined.

Chairman.

65,130. You wish to make a statement?—At Denbigh I notified that I had given notice to the Rev. Joseph Davies that he had made an *ex parte* statement in reference to the Buckley Common case, which was calculated to mislead.

65,131. Where was the statement and by whom?—The Rev. Joseph Davies at Mold. I am pleased to say Mr. Davies is here, and I hope he will have a desire to put the matter right before the public.

65,132. Kindly tell us what portion of the reverend gentleman's evidence it is your wish to rebut, because we must keep entirely to rebutting evidence, and have no general evidence introduced of any sort?—Mine is a cutting from the "Liverpool Courier."

65,133. Tell us which portion of it you wish to rebut?—The portion which refers to myself.

See 58,487.

65,134. I had better read to you the statement of the reverend gentleman:—"The third case is a little different, but a little worse, if worse can be. In the year 1848 Mr. Robert Lamb fenced in a piece of wild, rough, and worthless common, a plot with scarcely a bit of soil on it, and built a cottage thereon." Do you know anything about that?—I found a cottage when I entered in 1861.

65,135. In the year 1848—do you deny that?—I do not deny it.

65,136. "And made in the course of a lengthened period, and with great labour and expense a splendid garden, one of the best in the district" do you deny that?—There is a very good garden.

65,137. "And for several years he paid an annual chief rent of 6s."?—It was not a chief rent, it was an encroachment rent.

65,138. "The rent as fixed by the court leet and sanctioned by a jury of that court?"—I have come here to state the whole particulars of the case.

65,139. You have come to give rebutting evidence, and I will read the evidence out, and you tell me where it is wrong: "This rent

Chairman—continued.

"was paid until about the year 1872, when the squire's agent, a Mr. Bowdage—" Are you Mr. Bowdage?—I am.

65,140. "Requested Mr. Lamb to sign a document." Is that correct?—Then my point comes in.

65,141. What was the document?—At this time the situation arose thus: The Broughton Union Assessment Committee made a new valuation throughout the union previous to 1870, all property being assessed at a higher assessment. Before, it was assessed at nominal amounts, which Mr. Cooke as landlord paid. At this time Robert Lamb paid 6s. rent, and his cottage and land were assessed, rateable value at 4l. 5s., rates paid by landlord 1872, 8s. 6d., and some few previous years which Robert Lamb and other tenants refused to pay or to have added to their rents, always saying Mr. Cooke as landlord was bound to pay as he had always done before, so that in 1873 considerably more had been paid in rates on Robert Lamb's holding than was received from him in rent, and he, with others, having resisted all attempts at a just arrangement, three test cases were entered and tried at the Flintshire Assizes at Mold, before Lord Chief Justice Bovill, when all rentals and papers referring to the property were handed in and evidence given thereon, each witness being subjected to a severe cross-examination by leading counsel for defendant, the late Mr. Swetenham, Mr. Cooke's title being fully established by that verdict. The case was handed in by Major Birch at Mold. Robert Lamb in the face of this verdict persistently refused to pay the advanced rent, although the terms offered him were 1l. per annum, and it is believed that he was backed by others to test the authority of the law as a sort of test case. Hence in 1873 he was served with notice to quit, which notice expired on September 29th, 1873. He still held over through 1874 and refused to pay any rent, although he was offered to remain at 1l.

See 58,551

65,142. "Lamb refused for he could see clearly that in doing so he would be giving up

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Mr. T. W. BOWDAGE.

[Continued.]

Chairman—continued.

"all his claim and interest in his garden?"—
Yes, that is right.

65,143. "And because he refused to sign that document, and mark you, not because he refused or failed to pay his rent, he was ejected." Is that right?—A writ was issued which took effect in January, about the 19th.

65,144. Was he turned out of the house?—Yes.

65,145. He, and his wife, and 10 children?—I do not know the number. I had nothing to do with the ejectment. It was carried out by the officers of the law. I had nothing to do with that myself; it was in the hands of the sheriff's officer.

65,146. Can you deny that he, and his wife, and 10 children were turned out of the house, and every bit of furniture thrown on the common?—No, I do not deny that. I say, on January 19th, 1875, the following day, terms were arranged, of which a note was made in the column of "Rental." "Ejectment writ issued and tenant ejected. Let, as per attornment agreement, dated January 20th, 1875, to Robert Lamb at 3*l.* per annum, from September 29th, 1874, with 1*l.* for the year ending September 29th, 1874."

65,147. I do not quite follow that. When he was turned out, with his wife and 10 children, what happened the next day?—He came, and terms were entered into. This is exactly what did happen.

65,148. He was turned out, and then he came back?—It is not complete without the whole statement. "Let, as per attornment agreement, dated January 20th, 1875, to Robert Lamb, at 3*l.* per annum, from September 29th, 1874, with 1*l.* for the year ending September 29th, 1874, Mr. Cooke paying cost of ejectment in consequence of increased rent, and one year's rent, 1*l.*, forgiven, and has so continued to occupy until now.—19 years."

65,149. That is your account of it?—Yes.

65,150. I will read you his account: "He, and his wife, and 10 children were ejected." Do you deny that?—No.

65,151. "And every bit of furniture thrown on the common?"—I was not present.

65,152. "Tumbled neck and crop out of the cottage he had built himself." You were not there?—No.

65,153. The gentlemen who has given this evidence says: "I was an eye-witness of the dastardly proceeding, and shall not soon forget it." He saw it; you did not. "And then, when they had the poor fellow in this fix, they offered him his own house at a rental of 3*l.* a year?"—He knew perfectly well before the ejectment he could remain at 1*l.* a year until he resisted the law, and there was a combination behind him which will be brought out to-day.

65,154. We want to get at the truth of everything. You are rebutting his evidence; he says, "They offered him his own home at a rent of 3*l.* a year." Was that so?—Yes, it was through me.

Chairman—continued.

65,155. "A real Monte Carlo advance, an advance of 1,000 per cent." Is that right?—Well, it was a matter of arrangement; the man had nothing to pay the expenses. Mr. Cooke all through the case lost rental with him. Mr. Cooke could not continue to pay more rates for that cottage than he was receiving in rent. Mr. Cooke was out of pocket 2*s.* 6*d.* every year for some years, and that is how the case arose. There has never been an attempt to take advantage in any case, and in this case you see the man himself was a party to the raising of the 3*l.* a year in consideration of Mr. Cooke paying the costs, and giving him the rent.

65,156. The 6*s.* rent?—The 1*l.* His tenancy expired according to notice. He paid no rent; it was entered in the rental as 1*l.* per annum. That was never paid.

65,157. He never paid more than 6*s.* rent?—No.

65,158. Then he goes on: "A kind of a lively, roguish, upward jump, and the man and his family, 12 souls all told, with nothing better than a hedge for a shelter, and a wild, dreary, damp common for a sleeping place, and never a shilling to spend for law, had nothing that he could possibly do but to accept the squire's terms?"—He knew very well it was not so. He was surrounded by friends and relations, and at the time he was given to understand that no ejectment was needed if he had consented to pay the 1*l.* a year. In fact, it was the result of a combination. This poor fellow was put forward as a test case; they thought they could make more capital out of that case. But I may tell you this, unless the law had been put in force in the way it was, Mr. Cooke's title would have been practically valueless, whereas now in fact it is thoroughly established at law by no less an authority than Lord Chief Justice Bovill. We were compelled to act as we did, in order to establish our position.

65,159. I think that is pretty well understood now. "To this day that is the rent he is paying?"—Yes. I would like by your permission to make a further statement as to how that property and similar property has been dealt with, and the lines upon which it has been dealt with. I think in fair justice to Mr. Cooke he is entitled to give an explanation. After the change had taken place, and after his title had been established by the highest authority, he desired to take no advantage whatever, and I had instructions to deal leniently with everyone, so that he might have the full benefit of the expenses incurred. It was so continued in every case. I have prepared a statement of how that portion of the estate was administered after that time.

65,160. How did Mr. Cooke's claim come in?—Mr. Robert Lamb fenced in this on the common.

65,161. Of which Mr. Cooke was lord of the manor?—An encroachment; that is not a matter for me; all the papers and everything connected with it were handed in at the assize trial, and

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[Continued.]

Chairman—continued.

subjected to the most searching examination by the opposing counsel.

65,162. What position did Mr. Cooke occupy?—I came to the estate in the year 1861. I found these rents regularly paid and collected.

65,163. In what position was Mr. Cooke that gave him the right to demand this rent?—It was done long before my time.

65,164. Was he the lord of the manor who enclosed it?—I do not know, that was before my time.

Lord Kenyon.

65,165. Did he claim as lord of the manor, or owner?—As owner of the soil, and he has exercised all the rights of ownership for many years. I have known the estate for 35 years. As to the whole of the Buckley Manor, Mr. Cooke has exercised all the rights of ownership. I would claim your indulgence, and I think it is a duty to Mr. Cooke, to make just a little statement to this effect. All other tenants having ascertained their legal position signed annual agreements, and in every case no advantage was taken of the costs they had incurred on the place, and ever since that time the best relations have existed between landlord and tenants, and an ordinary yearly tenancy under Mr. Cooke being considered quite equal to a lease for life, I acted as Mr. Cooke's resident agent from May 15th, 1861, until December 31st, 1880, nearly 20 years, and bear testimony to his very lenient administration of his estates through his agents, and there are few landlords who have more fully discharged their duty towards their tenants in upholding farms and premises, repairing and rebuilding houses and homesteads, draining, and supplying field gates, &c., and the best possible feeling existed and was manifested at the half-yearly rent audits.

65,166. This was an encroachment in 1865?—Oh, no, long before.

65,167. It says—Thomas Lewis built a cottage in the year 1865?—I have not the facts before me, I believe it was in 1848.

65,168. You do not know why the encroachment was not resisted at the time?—Well, it had been a habit. They had been allowed to build at nominal rents, and so long as it went on and nominal rents were charged the situation had not arisen, but in this case the Assessment Committee had assessed the place at the full. The rateable value was 4*l.* 5*s.* Mr. Cooke was charged 8*s.* 6*d.* a year, and he was 2*s.* 6*d.* out of pocket. It then became my duty to put before the tenants Mr. Cooke's position, and I was always met with the answer: "Mr. Cooke as our landlord has to pay the rates, and we will not do it." If they had been content to add the rates so that Mr. Cooke should not be out of pocket, I do not think anything would have been heard of it. We had to bring the matter before the courts, Mr. Cooke's title was established, and we had, I am sorry to say, this case of poor Robert Lamb resisted as a test case. I think possibly the reverend gentleman may tell

Lord Kenyon—continued.

you that he was one of the parties who persuaded him to resist Mr. Cooke's title.

65,169. This man being in enjoyment for 24 years at a nominal rent?—I suppose so.

Mr. Brynmor Jones.

65,170. Is the case that you are referring to the case of *Cooke v. Sharratt and Beavan*?—No.

65,171. You were present in court when that case was tried in 1875, were you not?—Yes.

65,172. And were called as a witness?—Yes, and I produced all the rentals.

65,173. Is it not the fact that his own counsel simply alleged that he was lord of the manor, and this was parcel of the waste?—He may have done.

65,174. You told us a few minutes ago that he was a freeholder?—Yes, he is.

65,175. I mean, freeholder in the sense that this is not waste of the manor at all?—It is not a chief rent.

65,176. You produced a book, did you not, which was headed "Chief and Encroachment Rent Book, dated 1832?"—Chief rents are entirely a different matter.

65,177. Will you answer my question, please. Did you produce a book headed "Chief and Encroachment Rent Book, dated 1832." Was not the contention of the plaintiff that the defendant and other persons had encroached upon the waste of the manor?—Yes.

65,178. He was then claiming as lord of the manor. Is that not so?—Yes.

65,179. For the defence in this case was not this the contention, that the plaintiff had not identified the parcels in question, and the same rent had been paid since 1809. Was not that the defendant's contention?—I have not the evidence before me. It may have been. I am quite content to abide by that.

65,180. Then I suppose the question was whether, seeing that a rent of 5*s.* had been paid at any rate as far back as 1809—that is a good many more than 20 years—the presumption was, not that there was a lost grant from the lord of the manor to these people?—There was no presumption at all.

65,181. I wish to get from you what the issue was. That was the contention of the defendant—it was a quit rent, and they were able to trace the payment of the quit rent so far as 1809?—It was not a quit rent.

65,182. Was not that their contention?—It may have been, but they were wrongly advised.

65,183. The jury found against them. I understood the judge in his summing up said there would have been much force in the defence had the rent not been receipted for, and acknowledged as an encroachment rent. So that what appears to have been the case was this, that you or the preceding agent had got these people to sign a particular form of receipt in which the property was described as an encroachment?—They gave a proper receipt fairly representing what the property was.

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Mr. T. W. BOWDAGE.

[Continued.]

Mr. Brynmor Jones—continued.

65,184. This statement is put in by Major Birch. You won the case because of the form of this receipt?—Because we had taken legal proceedings in protecting our title.

65,185. Do you recollect the judge saying there would have been much force in the defence had the rent not been receipted for and acknowledged as an encroachment rent?—Decidedly; if it had been a chief rent it would have been a very different thing, but we were a little more alive to our employer's interest than to give receipts which were not proper.

65,186. The case turned on the form of the receipt that you offered to these poor tenants?—We gave receipts which were just receipts, which represented true facts.

65,187. According to your view?—According to the record of the estate.

65,188. That is where it appears to me you had a great advantage at the trial. Did not the judge put it to the jury to decide whether or not this was a quit rent, and that the defendants were freeholders of the manor, and whether it was an encroachment in respect of the waste?—Yes; no doubt the facts were put before the jury, and the jury decided fairly and rightly.

65,189. You say so, and I admit that is the presumption?—I do not suggest any presumption at all.

65,190. We have it pretty clearly that this Buckley Common, where these encroachments were made, is part of the waste of the manor. That seems clear?—It is an encroachment under the head of the encroachment rental.

65,191. Do you contend that these encroachments were not on the waste of the manor?—No; certainly not. The chief rent arose outside that property altogether. Mr. Gladstone himself at the present moment is paying a chief rent of 6*l.* or 7*l.*

65,192. What has Mr. Gladstone to do with it. Do you suggest that these encroachments were encroachments on the waste of the manor?—Certainly not.

65,193. What were they?—Waste.

Mr. Brynmor Jones—continued.

65,194. Then in fact it was so, because that was the contention of the plaintiff's counsel?—I can give precisely the same answer as the judge and jury have given in the matter; they decided that Mr. Cooke's right was established as the owner of the property. I give no further answer than that.

65,195. The Judge and Jury did not answer this question. However, you do not seem to be able to understand it?—I do understand it perfectly well.

Chairman.

65,196. This is a question by Mr. Vincent: "How long was Mr. Lamb actually out of the house"?—To the best of my belief one night.

65,197. "Was he taken out sitting in a chair"?—I cannot tell.

65,198. "As a matter of fact did he only remain out a few minutes"?—To the best of my belief he came the next day, and the agreement was signed. There was no intention whatever of hurting him.

65,199. Answer the question, yes or no, "Was he taken out sitting in a chair"?—I do not know.

65,200. "As a matter of fact did he only remain out a few minutes"?—I would not like to say that; he came to me immediately, and the agreement was signed.

65,201. What do you mean by "immediately,"—the next day?—It may be the same day, or the next day; I would not like to say, it was a very short time.

65,202. In fact you do not rebut the ejectment?—No, I admit it. There is one matter before I leave the court; I would like to amend slightly my general evidence at Denbigh in a few remarks, if you will allow me.

65,203. We cannot have any general evidence?—It is in connexion with my general evidence. After this case is over I would like to amend my evidence on the agricultural situation.

65,204. If you will send a letter, I will read it out at the next sitting of the Commission?—Very good, my Lord.

The witness withdrew.

The Reverend JOSEPH DAVIES recalled and further examined.

Chairman.

65,205. You are a county councillor, and you gave evidence at Mold on August 31st, 1894?—Yes.

65,206. You mentioned the case of a Mr. Robert Lamb?—Yes.

65,207. I want you to keep entirely to that. You have heard the agent's statement. Is there anything you want to say on that?—I only want to say that I have heard several of the old people say that the first rents were for chief rents, and then it came to "encroachment," and now it is "rent."

65,208. That was your original contention?—Yes.

Chairman—continued.

65,209. It began by being a chief rent 6*s.* a year, and then was called encroachment rent?—I am not now referring particularly to Robert Lamb's case, but all the cases with regard to the common.

65,210. Let us keep to Robert Lamb's case. What you wish to say is, it was originally chief rent, then called encroachment rent and then called rent?—Yes.

65,211. You saw the eviction?—I did.

65,212. And you repeat all you have stated?—I repeat what I have said before.

65,213. You vouch for the accuracy of the called statement?—Yes.

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Reverend JOSEPH DAVIES.

[Continued.]

Lord Kenyon.

65,214. Was this a test case?—I am not aware that it was. I know that we all of us signed documents of that description.

65,215. I ask you whether this was tried as a test case on behalf of the whole?—No, I am not aware that it was. The man stood out himself on his own account.

Chairman.

65,216. This is a question by Mr. Owen Wynne: "Had you with others persuaded the defendant Robert Lamb to resist payment of "1l. a year?"—No, my Lord.

Mr. Brynmor Jones.

65,217. I did not get from Mr. Bowdage a clear explanation of the case, but what I understand to have taken place was this: this was waste or common land?—That was so.

65,218. Mr. Cooke was lord of the manor?—Lord of the manor.

65,219. There were very ancient encroachments upon the waste?—Yes.

65,220. I call them encroachments, although that is rather begging the question, because the jury have found that they were encroachments, but the contention of the tenants, as I understand it, was that they were held from the lord of the manor at a fixed rent?—Yes, and the rent always fixed by the court leet.

65,221. In a manor there are two classes of tenants, freehold and copyhold tenants. These people contended that they were freehold tenants of the manor at an ancient quit rent?—That is so; that was their contention.

65,222. On the other hand, the lord of the manor said: "No, you are encroachers upon the waste, and I will prove it by putting in the form of receipt which you have been in the habit of signing for rent, and that begins in this way: 'Be it known unto all men that 'I, the undersigned Thomas Williams, do hereby attorn and become tenant of the cottage and garden, No. 149 on estate map, now in my own holding, with their appurtenances, situate at Buckley Mountain, in the county of Flint, unto Philip Bryan Davies Cooke, Esq., at and under the yearly rent of 15s.' That was the sort of document that was signed?"—I had to sign one like that myself, and Mr. Bowdage told me to my face in my own shop that if I did not sign it I

Mr. Brynmor Jones—continued.

should be served like Robert Lamb, pointing to Robert Lamb's house.

65,223. This had been fixed by the court leet?—The court leet had fixed the rent upon the plot of land that I built my house and shop upon, and then, of course, Mr. Bowdage fixed another rent after I built.

Chairman.

65,224. We must keep to Mr. Lamb?—The court leet refers to Mr. Lamb. The court leet fixed Mr. Lamb's rent, and, of course, the court leet is composed, or is supposed to be composed, of freeholders, and the freeholders have a claim as well as the lord of the manor to that common. When the Buckley Church vicarage was built all the freeholders of Hawarden parish had to sign the deeds as well as the lord of the manor before the Ecclesiastical Commissioners would accept the plot of land for the vicarage.

Mr. Brynmor Jones.

We do not want to go into that. I want to clear up the case so that we may see exactly the nature of the issue upon which the tenant lost at the assizes. Now, I think we have it.

Lord Kenyon.

65,225. Were you aware, Mr. Davies, that the rates had been assessed at half-a-crown higher than the rent in this particular case?—No, I was not aware of that.

Mr. Brynmor Jones.

65,226. Of course it is now a matter of ancient history. I suspect what you call the fixing of the rent—was fixing the fine; I do not know, I dare say if you saw the records you would see that was so?—Mr. Robert Lamb's rent-book is here.

Chairman.

65,227. There is this question from Mr. Vincent: "Was this alleged quit or chief rent of 6s. varied from time to time?" Can you answer that question?—From 1848 Mr. Robert Lamb paid 6s. until 1872.

65,228. There was no variation?—No variation.

The witness withdrew.

The Reverend JOHN WILLIAM WYNNE JONES called and examined.

Chairman.

65,229. Are you the Vicar of Carnarvon?—Yes.

65,230. What portion of the evidence do you wish to rebut?—The evidence of Mr. E. Jones Williams, who was called and examined through an interpreter, at Llangefni on the 12th of

Chairman—continued.

October 1893, as to the case of a widow, tenant of Cymmynod. He said, "I desire to give evidence as to the case of a widow, tenant of Cymmynod, Bodedern, belonging to the late Archdeacon Wynne Jones, of Treiorwerth, in the same parish."

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Reverend J. W. WYNNE JONES.

[Continued.]

Chairman—continued

65,231. You are the son of the late Archdeacon Jones?—Yes.

65,232. You speak from knowledge of the facts?—Yes.

65,233. The witness said: "A tenant went into a farm in the parish of Bodedern about 1860, when it was in a very poor condition as regards manuring, and also as to the buildings, which were deficient in number. They were also too small. He went on to improve the land and to erect outbuildings, and he carried out other improvements until the year 1875, when he was taken ill. He died on the 21st January 1876, leaving a widow and five children. To make matters worse, she was served with a notice to quit, or pay 530*l.* for a 20 years' lease. She was also to pay the same rent, namely, 120*l.* a year for 115 acres, although he had spent 300*l.* on the farm. She would, therefore, be losing the whole of this money without a penny of compensation, and be turned out of her farm without any hope of finding a home elsewhere. The lease therefore cost 830*l.*, and not 530*l.*, as might at first appear. The farm was bought about three years ago for 3,000*l.* by the widow of the farmer."

65,234. The point you wish to rebut is as to no compensation being given?—No compensation—that is it.

65,235. Now tell us what you have to say?—I have a draft receipt, an agreement for 500*l.* compensation that was allowed to her.

65,236. Mr. Jones Williams said no compensation was allowed when the land was sold?—Yes. *This is a draft of the agreement. [Handing same.]* I am quite willing to go into the other matters, if you wish it.

65,237. All the rest is admitted?—No, by no means, but that is one I have a point blank answer to, if you will keep to that question.

65,238. This is 1889, and she got notice to quit in 1876?—That was before I knew anything about it.

65,239. Exactly. When did she leave the farm?—She has not left it; she has never left it.

Mr. Brynmor Jones.

65,240. She bought it?—Yes.

Chairman.

65,241. She went on paying the same rent up to the time she bought the farm. Is that right?—Yes. Then the farm was sold under my father's will.

65,242. She was served with a notice to quit or to pay?—That notice to quit has nothing to do with my point.

65,243. This is the agreement: "Memorandum of agreement made this fifth day of November one thousand eight hundred and eighty nine, between the Reverend John William Wynne Jones, of the Vicarage, in the town and county of Carnarvon, clerk in holy orders,

Chairman—continued.

"Robert Iorwerth Wynne Jones, of , in the county of , Esquire, and the Reverend Llewelyn Wynne Jones, of Chirk Vicarage, Ruabon, in the county of , clerk in holy orders (herein-after called the trustees), of the one part, and Jane Jones, of Cymmynod, in the parish of Bodedern, in the county of Anglesey, widow, of the other part. Whereas the said Jane Jones or her predecessors are and for some years past have been tenants of the said farm called Cymmynod under the late Venerable Archdeacon Wynne Jones, deceased, and during their said tenancy have executed certain improvements on the said premises by building, manuring, and draining for which they allege themselves to have a certain claim for compensation. And whereas the said Archdeacon Wynne Jones is now dead and the said premises were by his will devised to the said trustees in trust for sale. And whereas the said Jane Jones has agreed to purchase the said farm called Cymmynod from the said trustees for the price of three thousand five hundred pounds. Now it is witnessed that the said trustees hereby agree to pay to the said Jane Jones the sum of five hundred pounds, and the said Jane Jones hereby agrees to accept the said sum of five hundred pounds in full discharge of all claims by her or her predecessors and her or their executors, administrators and assigns for compensation for or in respect of any improvement by draining, building, or manuring or in any other manner whatsoever upon the said premises executed by her or them, and hereby agrees to release on payment of the said sum the said trustees their estate and effects and the estate of the said Archdeacon Wynne Jones, deceased, and undertake to indemnify them from and against all claims for or on account of the same. In witness whereof the said parties to these presents have hereunto set their hands the day and year first above written." That is the lady's signature?—That is a copy of it.

Mr. Brynmor Jones.

65,244. Where is the original. It would have been in the possession of the trustees?—It is in the possession of the trustees I suppose. We have copies of it.

65,245. This is a release to you. This is not a document which has been executed?—What do you mean by saying that? I am bringing this as a document which has been executed.

65,246. Is this the document executed?—This is only a draft of it. You can have the copy if you like. I am prepared to swear that that is a copy. I can swear that on my oath.

Chairman.

65,247. We are not empowered to take evidence on oath, even from a clergyman?—Well, you take it without oath from a good many people.

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Mr. J. OWEN.

[Continued.]

Chairman—continued.

65,248. What we want is the original document?—You can easily have it if you like.

65,249. If you will kindly send it in we shall be very glad to have it. We do not for a moment doubt that this is a correct copy?—You implied so by what you said.

65,250. No?—There is such a thing as talking to the gallery on these occasions.

The witness withdrew.

Mr. JOHN OWEN called and examined.

Chairman.

61,253. Do you represent Mr. Warren, of 99, Great Russell Street, London?—Yes, I appear on his behalf as he is unable to attend on account of ill-health, and I hand in a medical certificate to that effect.

Chairman.

This evidence is to rebut evidence given in reference to the Gwydyr estate. There was a statement made with reference to the active management of that property under Alberic Lord Willoughby De Eresby. He happens to be my uncle, so I shall ask Lord Kenyon to take the chair, as I do not want to have anything to do with a case in which it might be said I have a personal interest.

Lord Kenyon took the chair.

Lord Kenyon.

61,254. What is it you wish to say, sir?—I will give you Mr. Warren's own statement:—"Mr. Owen Owen, of Maesygarneidd Farm, having stated in his evidence before the Commissioners on the 22nd of September last that his father, Mr. Elias Owen, of Dolwyddelen, was evicted from three farms on the Gwydyr estate in 1868 for political reasons, I should like to state the circumstances under which he lost those three farms.

"I am one of the trustees of the Gwydyr estate, and in the year 1865 commenced to take the active management of the property under Alberic Lord Willoughby De Eresby, the then tenant for life. The rents of the farms had not been raised for more than half a century, during which time the population had increased, roads had been made, and the access to some of the farms much improved. There was also some underletting of land. In the usual course of management a revision of rents was decided on, and commenced in 1867, the requisite notices to determine the tenancies being given. Mr. Elias Owen then held three farms, but did not reside on any one of them, being probably the richest and most influential man in the parish.

"1. Fanbadog ucha, 956 acres.

"2. Bwlch Cynnyd, about 800 acres.

"3. Tan-y-castell, 120 acres.

"He was underletting No. 2 to a slate quarry company at an increased rent, which did not reach Lord Willoughby. In this case the quarry company were allowed to continue to hold the farm direct from the landlord, after the expira-

The witness withdrew.

Chairman—continued.

65,251. We cannot have copies and things of that sort. We must have the originals?—You shall have it.

Lord Kenyon.

65,252. You can then have it back again; we do not want to impound it?—Well, I do not know about that.

Lord Kenyon—continued.

tion of Mr. Owen's tenancy, at their previous rent.

"Before some of the other farms had been dealt with the election of 1868 occurred, and a very hostile feeling was developed among all classes of Dissenters in Dolwyddelen against the Church. Mr. Charles, the village schoolmaster was a churchman. He was also parish clerk and collected some of the taxes, and, unfortunately for him, was a Conservative. Mr. Elias Owen and his followers made Mr. Charles' position untenable, and he had to give up being schoolmaster after about 30 years' good service, and when the old man's means of living were gone he appealed to Lord Willoughby for help, and asked for some small farm. Lord Willoughby granted his request by letting him go to Tan-y-castell.

"The large farm at Fanhadog (956 acres) was then offered to Mr. Elias Owen at an annual rent of 50*l*. He was very angry at losing the other farms and would not accept it, and tried to prevent its being let at all. After allowing him more than a month to reflect on it the offer was withdrawn, and the farm let to Mr. Roxburgh at that rent. The outgoing tenant's claims were dealt with in the usual way, and Mr. Beech, the local agent, did not report to me that there was any difficulty. In fact, I believe that Mr. Elias Owen could not establish any claim for permanent improvements. Some allotments and cow pastures were carved out of other farms, and some other changes of tenancies resulted from the revision of rents, all of which would have been regarded as matters of course, if the election had not intervened. Most of the tenants voted for the Radical candidate, but no notice was taken as to which way they voted, so far as I am aware, after the election."

[The above was interpreted by the Interpreter to Mr. Owen Owen.]

65,255. Questions by Mr. Llewellyn Jones: "Do you know anything of this matter personally?"—I know the land, and the farms, personally; but of course I was too young to remember this transaction.

65,256. "Is the statement you read the written statement of a third party?"—It is the written statement of Mr. Warren.

65,257. "Two of Mr. Owen's farms were let to Churchmen, were they not?"—Well, afterwards; Mr. Charles was a Churchman, and Mr. Roxburgh was a Scotchman.

(Mr. Owen Owen.) And a Churchman too.

See 65,4

See
14,332—
14,364,
and
evidence
of next
witness.

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Mr. OWEN OWEN.

[Continued.]

Mr. OWEN OWEN recalled and further examined.

Lord Kenyon.

Sir John Llewelyn—continued.

Previously
examined,
14,332—
14,355 and
14,358—
14,364.

65,258. What do you wish to say?—What has been said now is entirely misleading. I can repudiate a great deal of what has been said here now. One matter is with reference to the three farms. He said my father held three farms, and did not reside at one of them—that is the biggest lie that the devil ever said.

65,259. In which did he reside?—Bwlch Cynnyd.

65,260. Anything else?—Several things, I noticed as the statement was read, but I cannot remember them very well now.

65,261. Was Mr. Elias Owen underletting No. 2 farm, that is Bwlch Cynnyd, to a slate quarry company?—He sublet a part of it, and held the other part himself, and that was perfectly understood between him and the agent, Mr. Beech.

65,262. How much did he sublet?—I cannot say exactly the number of acres; 400 to 500 acres, perhaps, of mountain land.

65,263. Was it at an increased rent or not?—It was not scores of pounds as high as the rent he paid for it.

Sir John Llewelyn.

65,264. He retained the buildings?—Yes.

65,265. Can you tell me what the rent for the whole was?—About 100*l*.

The witness withdrew.

Mr. JOHN BRERETON ROBERTS called and examined through an Interpreter.

Chairman.

Chairman—continued.

See 14,256
and 21,429,
also
65,296—
65,317.

65,272. Do you live at Tai Hirion, Bettws y coed?—Yes, my Lord.

65,273. Are you the son of Mr. Robert Roberts who gave evidence before us on the 22nd September last?—Yes.

65,274. You produce a certificate that he is unable to attend, and you wish to explain something?—Yes.

65,275. Do you know anything about the transaction?—Yes.

65,276. I believe your explanation refers to question 14,256; your father was a tenant on Lord Penrhyn's estate?—Yes.

65,277. Your father was asked the question, "Did Lord Penrhyn give you the whole of the seeds which you required for one year?" To which your father replied, "He ordered them, and I paid." Then on the 15th of October 1893, Mr. Robert Smith, farm bailiff to Lord Penrhyn at Llangefni, contradicted that statement, and said that Lord Penrhyn ordered the seed, paid for the seed, and had the receipt in his Lordship's possession. The receipt was not produced to the Commissioners, but the date was given as September 28th—no year stated—to Dickson and Sons; do you wish to say anything on that, Mr. Roberts?—Yes, I produce the receipt for the seed.

65,266. What was the rent at which he sublet, or underlet, the 500 acres?—I believe it was 40*l*.

65,267. Retaining the other 400 acres and the house?—Yes.

Lord Kenyon.

65,268. Did Mr. Charles give up being schoolmaster after 30 years' service?—Yes, and he had the farm on which my father had expended about 600*l*.

65,269. Did Mr. Elias Owen have a month to consider whether he would take Fanbadog?—I do not know whether he had a month, but it did not require a quarter of a month to consider that. That is the farm at the top part of the mountain, and the top of the parish, with no house fit to live in.

65,270. He did not accept it?—There was not a fit place to live.

Mr. Richard Jones.

65,271. Is it true that you, or some parishioners, persecuted Mr. Charles because he was a Churchman?—Nothing of the sort, so far as I am aware.

65,278. That is the original receipt?—Yes.

65,279. And not a copy?—No, it is not a copy, it is the original; look at it, it is very old [*handing same*].

65,280. "Liverpool, March 24th, 1875. Received from Mr. Robert Roberts the sum of "24*l*. 19*s*. 10*d*."—receipted "Donald Cuthbert for James Cuthbert, seedsman, Liverpool?"—Lord Penrhyn had given seeds to my father about two years before this. I do not know whether at Llanrwst he referred to this—I should like that to be said—but he never said "No" at Llanrwst.

65,281. It seems to me they are two different transactions altogether?—Yes. We admit we had seeds from Lord Penrhyn in one year.

65,282. For which his Lordship paid?—Yes, for one lot.

65,283. And then another year you had seeds ordered by Lord Penrhyn, for which your father paid?—Yes, he told me at Glan Conway when he was up, he told Robert Buckland, the man who came who was cleaning the guns, and he told my father to go to Mr. Smith—and he was interpreting between my father and Lord Penrhyn—and he told him that Lord Penrhyn would give him seeds, and that he was to go to Mr. Smith for them.

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Mr. J. B. ROBERTS.

[Continued.]

Chairman—continued.

65,284. It seems to me, and I think my brother Commissioners will agree with me in this, that Lord Penrhyn is one of the best landlords in Wales?—Yes, we are always on good terms with him.

65,285. You have no fault to find with him as a landlord?—No.

65,286. It seems to me he is unaware of this transaction, and no doubt if you will lay it before him everything will be put straight. The present Lord Penrhyn would not allow any mistake that happened in his father's time to be unremedied?—No, he is a very nice gentleman, no doubt.

65,287. It seems to me not at all to be a dispute between you, but to be a misunderstanding. Do you understand that?—Yes, I should like to say something about the rent that was spoken of at Llanrwst.

65,288. Do you want to contradict anything?—Just to say that the rent is not the same as Colonel West said. We took the farm, and there was a sheep run to keep.

The witness withdrew.

Colonel the Hon. W. E. SACKVILLE WEST recalled and further examined.

Chairman.

65,292. You wish to make a statement?—I wish to correct a statement which I made in my evidence with reference to what the last witness has just stated. I said in 1886 the tithe was taken from him and paid by Lord Penrhyn, and that was the 15*l*. I made a mistake in the amount, not having the figures by me. The actual amount of the tithe commutation that was taken by Lord Penrhyn was 12*l*. 1*s*. 2*d*., and the decrease of his rent for that particular year, according to the value of the tithe, was 10*l*. 18*s*. 4*d*. I stated it at 15*l*.; I wish to make the correction.

The witness withdrew.

Mr. ROBERT BARCLAY SMITH called and examined.

Chairman.

Previously examined.

65,296. You wish to give us some evidence?—Yes; I gave evidence at Llangefni to show that I paid on behalf of Lord Penrhyn for all the clover and grass seeds, swede and turnip seeds required by Robert Roberts for 1872, amount 25*l*. 6*s*. 5*d*. This was by instruction from Lord Penrhyn—as well as for an American rake and mowing machine. In 1875 Robert Roberts asked me as a favour to order some seeds for him, same as used on Penrhyn farm. Lord Penrhyn was not referred to. I ordered the seeds from the late Mr. James Cuthbert, of Clayton Square, Liverpool. When the invoice came in I asked his Lordship whether he would pay it, which he at once declined to do. This latter transaction had nothing to do with that of 1872, already described and referred to by Colonel West, at Llanrwst.

65,297. You say he did not ask his Lordship about it?—No.

Chairman—continued.

65,289. Was it in the evidence of Colonel West?—Yes.

65,290. What did Colonel West say which you wish to contradict?—Of course it is the same rent, but we did not get the sheep run, and that was about 25*l*. a year loss for us. We are paying the same rent ever since; that is 30 years ago; that is a loss for nearly 32 years, which would come to about 800*l*.

65,291. I see this: "He, Mr. Roberts, came as a tenant from Anglesey, and took both the farms, at the old rents, and since that there has been no alteration, except in 1886 when he says his rent was not reduced." What you wish to state to the Commission is that the rent was the same, but the sheep run was taken away from it?—Yes, we lost the sheep run; we could not help it. It is 25 years since we had sheep there. We had bought some the first year we went there, and we were obliged to sell them afterwards, and lose money by them; we could not help it.

Chairman—continued.

65,293. Instead of 15*l*. it should be 12*l*. 1*s*. 2*d*.?—Yes, this the amount of tithe commutation.

65,294. Besides that which this gentleman has stated I have no doubt is correct, the sheep run was taken away?—Well, it was before my time. I have not heard anything about it. The rent has not been varied in my time, with the exception of the amount of the tithe being paid by Lord Penrhyn instead of by the tenant.

65,295. You do not want to correct the statement of Mr. Roberts's son about the sheep run?—I have no knowledge of it whatever.

Chairman—continued

[The following letter written by the witness was handed in by Mr. R. Roberts.]

"Tynewydd, Bangor,

"DEAR SIR, January 13th, 1875.

"I ENCLOSE you the account for seeds, which of course you will have to pay Mr. Cuthbert for. I am rather sorry that you asked his Lordship about it now, as he was not quite pleased when I named it to him—however there is no harm done so far. Wishing you and all the family a Happy New Year and best wishes.

I am, dear Sir,

Yours faithfully,

Mr. R. Roberts.

ROBERT B. SMITH."

Chairman.

65,298. You just told us his Lordship was not referred to?—Neither was he, so far as I know.

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Mr. R. B. SMITH.

[Continued.]

Chairman—continued.

65,299. Then why did you write that?—Mr. Roberts must have informed me that he had asked his Lordship.

65,300. You say he did not ask his Lordship?—Not to my knowledge.

65,301. Then you write, "I am rather sorry that you did ask his Lordship"?—I do not know he had asked his Lordship.

65,302. Why did you write that, then?—Lord Penrhyn was a very ardent farmer himself, and was very anxious to encourage any one who was an improving tenant, and he gave me to understand that Mr. Robert Roberts when he commenced to give him one thing first and then another as an encouragement, seed, implements—

65,303. That has nothing to do with the question. You say Robert Roberts never spoke to Lord Penrhyn about it?—Not to my knowledge.

65,304. Why do you say in the letter then that you are rather sorry that he did ask his Lordship about it?—Simply from what Lord Penrhyn himself told me, that was that he had found out instead of being a good farmer he had turned out to be a very bad one.

65,305. Did Mr. Roberts ask Lord Penrhyn about it or not?—I could not tell you.

65,306. Then why do you write and say you are sorry he asked?—Simply because Mr. Roberts informed me.

65,307. That is answering the statement in his letter?—Yes; in his letter.

65,308. "As he was not quite pleased when I named it to him?"—That is what I say.

65,309. "However, there is no harm done, so far?"—Yes, referring to me, there was no harm done.

The witness withdrew.

Mr. JOHN BATH ALLANSON called and examined.

Chairman.

65,318. Do you reside at 34, Castle Square, Carnarvon?—Yes.

65,319. You are a solicitor in practice at Carnarvon?—Yes.

65,320. You are solicitor for the Vaynol estate, and have been so for more than 20 years?—Yes.

65,321. You wish to rebut the evidence of Mr. Bryn Roberts. That was rather voluminous?—The whole case is so mixed up in the different paragraphs that I have found it difficult to separate one paragraph from another.

65,322. You will put your case as concisely as possible?—Yes, my Lord. In the first paragraph Mr. Bryn Roberts says that he appears to give evidence with respect to the appropriation of certain commons in the parish of Llanddeinolen which have been appropriated to the Vaynol estate. I say that the commons were not appropriated to the Vaynol estate.

Chairman—continued.

65,310. I cannot understand why you contradict this statement. Mr. Roberts did ask Lord Penrhyn to get some seeds?—Without my knowledge.

65,311. Then you cannot contradict it. It has come before us that Mr. Roberts did ask Lord Penrhyn for the seeds that were ordered, and they were paid for by Mr. Roberts?—Yes, but at Mr. Roberts' request to me. I knew nothing about his asking his Lordship.

65,312. Then, in fact, you know nothing about the transaction at all?—No further than that the seeds were ordered by me for Mr. Roberts, and that Lord Penrhyn declined to pay for them.

Lord Kenyon.

65,313. Did Lord Penrhyn order the seeds for Mr. Roberts, and then send the bill in to him?—No, he certainly never did.

65,314. How do you know that?—Because I asked his Lordship whether he would pay for it, and he said "Certainly not."

65,315. Would the transaction have gone through you?—Yes, it would have gone through me if they had been ordered by Lord Penrhyn.

65,316. I understood Mr. Smith to have ordered the seeds himself from Mr. Cuthbert?—Exactly so.

65,317. He wanted to get the same quality as they had been using?—Yes; not only so, but he expected Lord Penrhyn was going to pay for those as well; that was my inference.

Mr. Brynmor Jones.

It ought to be distinctly understood that Mr. Smith is not in a position to contradict what Mr. Roberts said.

Mr. Brynmor Jones.

65,323. He says to the Vaynol estate?—Yes, to the Vaynol estate. He then refers to the award, and I desire to go to question 13,132 to deal with Fownog-y-go: "That is the 66 acres."

65,324. "It was open to the public and used as a common of pasture and turbary until the year 1879 or 1880?"—That is untrue. In the year 1880 we examined a number of witnesses in the presence of Mr. Assheton Smith and Captain Stewart, who were the oldest people living in the parish, and we ascertained that there had never been any claim to common of pasture over Fownog-y-go.

65,325. Was it open to the public?—To this extent, that it was next to a high road, but it was marked out by metes and bounds by means of slate pillars, and was open to the public as a public turbary without any obstruction of any kind, so far as the estate was concerned.

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Mr. J. B. ALLANSON.

[Continued.]

Mr. Brynmor Jones—continued.

65,326. Until what year?—Until the year 1880.

65,327. You agree about that?—No, my Lord. I do not agree.

65,328. "It was open to the public and was used as a common?"—Of turbary, not of pasture. There I agree. "At that time Mr. Assheton Smith by his agents gave notice to the residents in the neighbourhood that they were not to send their cattle on to that land." That is not true.

65,329. He did not give notice?—He did not give notice.

65,330. Were cattle sent on the land?—Cattle were sent on to the land by Mrs. Ann Roberts, of Trosgol, at that time and by no one else. In 1880 and until cattle had been sent on by Mrs. Ann Roberts no cattle had ever been sent on to Fownog-y-go in the memory of anyone.

65,331. When did she commence?—In 1880, after a notice to quit had been served upon her and had expired.

65,332. Had she never sent any cattle on before?—Never before that time.

Mr. Brynmor Jones.

65,333. How can you prove a negative in that way?—I can only prove it by the evidence that we took at the estate office.

65,334. That was evidence taken in private?—I cannot prove that as a matter of legal proof.

Chairman.

65,335. It is only your belief?—It is only my belief.

65,336. Is it a matter of belief about the pasture as well?—I never heard of any claim of any right of pasture over Fownog-y-go until the year 1880. I took all possible means of ascertaining whether any claim had been made.

65,337. You were getting up evidence for the county court action?—No, to ascertain the facts so that justice might be done to this woman, so that if she had a claim of right she might exercise it. That is what I was instructed to do before the county court proceedings were taken.

65,338. She was not present at the examination?—No.

65,339. Mr. Bryn Roberts was not there on her part?—No.

65,340. In 1879 notice to quit was served upon Mrs. Ann Roberts, of Trosgol. She was then a tenant under a lease. The rent in it was 6*l.* a year. Mr. Assheton Smith, as owner under the award, to which Mr. Bryn Roberts referred, of a very large amount of what had been common land of which he was lord of the manor, had gone to considerable expense to lay out a grouse moor or to make a grouse moor on the land which adjoined Fownog-y-go. After notice to quit had been served Mrs. Roberts, the tenant, turned her cattle into the road next her farm, from which they strayed over Fownog-y-go across the grouse moor for a very long distance.

Chairman—continued.

She was asked to prevent her cattle from so straying. She claimed then that she had a right of pasture over the whole of the grouse moor.

65,341. Do you put in that claim?—No.

65,342. Was this an inclosed moor?—Yes. I suppose you would call it an inclosed moor, there was a way by which the cattle could get from the turbary on to the moor.

65,343. This widow's cattle would find a road to go; it was not a defective fence, but there was some way?—Yes, there was a way. I went up there at the time. I forget how, but they did go. Then the daughter claimed that they did so under the right of an award which the daughter stated she had found at the office of the clerk of the peace, and proceedings were taken to prevent the trespass first of all by a letter being written to her mother. The trespass still continued, and proceedings were taken in the county court against Mrs. Ann Roberts for damages for sending her cattle to this common. Now, my Lord, it was not for sending her cattle to Fownog-y-go that the proceedings were taken in the county court, but for damage to the grouse moor itself, which is a very different matter. Mr. Bryn Roberts says, "The tenant's son and daughter went to the county court, and disputed the right of Mr. Assheton Smith to the land." Then Lord Kenyon asked, at question 13,133, "What was the date of the action?"—(A.) "It would be either in 1879 or 1880. This was before I came into it, and therefore I do not know exactly the date of this." Now, that is not so. Mr. John Bryn Roberts acted in the court for the people at the hearing.

65,344. Have you the particulars of demand; the particulars annexed to the claim?—No, I have not the particulars of demand, but they were for 2*l.* 14*s.* damages for trespass on the grouse moor. Of course the particulars were filed, so I have not got them. "Thereupon the county court judge called upon the solicitor of the estate to prove their title"—that is not true—and inasmuch as it was an action of trespass they had to prove their title if the right was denied. That is not the fact. As it is put, the statement is not a fact. What happened was this. Mr. John Bryn Roberts said, "We dispute the title of Mr. Assheton Smith to the grouse moor." The jurisdiction of the court was then gone. It was impossible that the action could proceed unless the case was re-entered under another statute, and fresh fees paid. I then applied for leave to re-enter under that statute, and to pay the extra fees, and upon that an adjournment was granted. "Thereupon," he says, "Mr. Assheton Smith abandoned the action, and took another course."

Mr. Brynmor Jones.

What Mr. Allanson says is very likely to be the case. If you entered it as a claim for damages, and then the question of title arose, you would have to pay the additional fees.

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Mr. J. B. ALLANSON.

[Continued.]

Chairman.

65,344a. Is it necessary to go into all this?—Only so far as this is concerned. I understood Mr. Bryn Roberts' evidence to be this, that we took unfair advantages of this woman in order to prevent her asserting a public right. That is untrue, and more than untrue. I say the action taken by these people was mainly taken at Mr. Bryn Roberts's instance, and would not have been prosecuted by the people if Mr. Bryn Roberts had not led them on to do so.

Mr. Brynmor Jones.

65,345. He says he thought it was his duty to defend them to the utmost, and he admits he took every possible objection?—Yes, he did.

65,346. Why should he not?—Well, I have no objection to that if the facts are accurately stated; but it is not accurate to say that we took another course.

Lord Kenyon.

65,347. You were obliged to do so?—We were compelled to take another course because there was no possibility of our following this.

Chairman.

65,348. Through the action of Mr. Bryn Roberts?—Yes.

Mr. Brynmor Jones.

65,349. Did we not have the order of the Court of Chancery before us?—Yes, that is much later.

Chairman.

65,350. We have been to the county court; now where do we go?—Now, we go to the police court.

65,351. Very well, we are now at the police court?—Proceedings were taken to eject Mrs. Ann Roberts, and those proceedings failed.

65,352. What court do you go to then?—They failed because Mr. John Bryn Roberts denied that the widow Mrs. Ann Roberts had signed the counterpart lease, and there was no proof, and there could be no proof that she had signed the counterpart lease, therefore, she could not be ejected.

Mr. Brynmor Jones.

65,353. That was a very unkind cut?—It was a very unfair act. At that time the point in dispute between us was, not whether there was a right of pasture over Fownog-y-go, but whether Mr. John Bryn Roberts should have from us 108*l.* which he claimed as improvements. We offered to refer the question of improvements to two parties under the lease. We asked for a list of the improvements, but we never got a list of the improvements, and until the year 1882 we never received any list of improvements.

Mr. Brynmor Jones—continued.

65,354. What happened then?—Mrs. Ann Roberts having got the best of us, so to speak, in the action before the justices, as we were unable to prove the lease, spreads a story throughout the country that the grouse moor had been taken by Mr. Assheton Smith from the public.

Now I come to the Chancery proceedings. A large number of cattle were sent upon the common.

Chairman.

65,355. Upon the grouse moor?—Yes, and with your Lordship's permission I will read a paragraph from an affidavit of Captain Stewart, who was the agent of the estate. Speaking of the turbary, in paragraph 10, he says:—"Last year some of the defendants commenced to trespass on the said moor or downs. The others have since followed. They now are in the habit of sending their cattle and horses on to the turbary or public turbary or road-way adjoining, and turning them loose to pasture, permitting them to ramble all over the downs or grouse moor. The defendants, or their servants, chase the horses all over the moor." The evidence of the keeper, Robert Rowlands, is that not only were horses turned upon the land in this way, but "It has also become of late the regular habit for the persons living in the village to go with their children for walks on Sunday evenings through the grouse moor, and into Fownog-y-go, and spend their time there playing together, and on several occasions there have been as many as 20 persons flocking together at one time on the said land, and if this is allowed to continue, the ground and premises aforesaid can be of no use whatever to the plaintiff as a grouse moor, thereby causing him considerable loss and damage." That was the practical result of the claim of Mrs. Ann Roberts to turn her cattle upon the grouse moor.

65,356. Where have we got to now?—He says, in answer to question 13,143:—"All these people were comparatively poor people, villagers in the village of Llandinorwic, and they determined to fight, and continued fighting for some time."

65,357. What do you mean by "fighting"?—What lawyers mean by it is to take some step in an action, but these people did not.

65,358. Let us understand each other; these people went on?—No, they did not go on. They entered an appearance to the writ, and an order was made upon them for an affidavit of documents—it was their first step after the appearance—and that order was never obeyed. They were in contempt, and for eight weeks every effort was made on our part to get a reason why this affidavit was not forthcoming. For eight weeks they evaded answering the affidavit, and never did; so that, as a matter of fact, so far from fighting the matter, Mr. John Bryn Roberts could not get them to take the first step in the fighting, namely, to obey the order that had been made upon them for documents.

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Mr. J. B. ALLANSON.

[Continued.]

Mr. Brynmor Jones:

65,359. There must have been a statement of claim delivered?—Yes, there was a statement of claim delivered by us.

65,360. And an order for discovery?—Yes, we had an order for discovery. We then wrote to Mr. Bryn Roberts, threatening to attach his clients unless the order was obeyed.

Chairman.

65,361. What does that mean?—Attached means arrested—if they did not obey the order, they might be attached. It means that if they did not obey the order they would eventually be attached. Upon that, Mr. Roberts' client and some of the other defendants wrote us letters, and came to us, and we wrote Mr. John Bryn Roberts a letter, and I desire to read that letter, because that letter Mr. John Bryn Roberts got. It is dated February 4th, 1882:—"We think it right to call your attention to certain proceedings on the part of some of the defendants, for whom you have entered appearances. On the 27th of January last a letter was received by our client, which is now in our possession, written on behalf of Mrs. Ann Roberts, of Trosgol, at her request, in which she states that she threw herself unreservedly on Mr. Assheton Smith's mercy, and asking forgiveness for her duplicity in the past. She also states that she was never personally a consenting party to these proceedings, and she and her son promise to withdraw entirely from the turbary, and never again give us any annoyance with regard to it, and she asks to remain at Trosgol, and to see Mr. Assheton Smith personally. We have given you the contents of the letter. Mr. Assheton Smith forwarded this letter to us. He is now away and will not be back for, perhaps, a fortnight, and meantime the responsibility is thrown upon us to take such steps as we deem best in the matter, and we are so instructed." The letter goes on to state shortly this, that other of the defendants called and stated that Mr. John Bryn Roberts had entered their appearances without their leave and licence, and stated that he had done so on the understanding that they were not to pay any costs. They stated also to us that Mr. John Bryn Roberts had told them that if he was allowed to proceed with the case they would have no costs to pay him. Mr. John Bryn Roberts' statement to me was that he had applied to them for a sum of 20*l.* on account of costs, and that the moment they found they had to pay anything they threw it up. My agent wrote to Mr. John Bryn Roberts another letter, and I wrote him several, calling his attention to the statement made by these people, that he had entered appearances for them without their leave and permission, and that the proceedings were carried on without their wishing it to be so. I never received any reply from Mr. John Bryn Roberts of any sort or kind to those letters.

Mr. Brynmor Jones.

65,362. That is charging a solicitor with misconduct. Do you mean to represent that. It is very irrelevant to our inquiry?—I have this to say, that a letter containing that statement was forwarded—letter after letter—and no reply, and it does seem to me there is a great difference between stirring up people in the neighbourhood to bring about trouble, and standing up for public rights. We never heard of any desire to assert any public right. It was only a question of the improvements. After the proceedings were over, a claim was made by Mr. John Bryn Roberts in respect of this holding of 6*l.* a year, for 31*l.* odd, improvements.

Chairman.

It is very interesting, but I must ask you to keep to the rebutting evidence. What you have come here for, is to rebut Mr. Bryn Roberts, and it seems to me you are going into quite new matter.

Mr. Brynmor Jones:

65,363. I entirely agree, and I suggest to you whether it is prudent to charge misconduct to Mr. Bryn Roberts?—It is shortly this, that there was no attempt, from beginning to end of the matter, to deal harshly with Mrs. Ann Roberts. In fact, after all this, she was allowed to remain on her farm.

65,364. The point of Mr. Bryn Roberts' evidence was about the construction of the award. That was the point so far as it was relevant to our inquiry. We could not prevent his giving an interesting statement of the way in which there had been an abortive struggle for these public rights, but the point of the evidence, so far as we are concerned, was the award, and what had been done under the award?—Would it assist you if I gave you my view as to that?

65,365. That is what I should like. Mr. Bryn Roberts gave us his view of the award. He also quoted from a book in which Mr. Assheton Smith's policy was explained, and I understand Mr. Bryn Roberts takes a contrary view. That is the point of the evidence so far as our inquiry is concerned?—May I give as my own language the opinion of the Queen's Counsel on the matter: "We are of opinion that the Defendants have no rights whatever over the Plaintiff's moors surrounding Fownog-y-go turbary, the said moors having been allotted to the Plaintiff's predecessor in respect of his freehold freed from all rights of common whatsoever by the Inclosure Acts and the award. Considering the discretion given to the Commissioner under the amending Act, and the words used by the Commissioner in respect of the turbary in various parts of the award, and considering also the nature of the right of common of turbary itself, and the clause which annihilates all right of commons, we are of opinion that the Defendants have no right of common of pasture over Fownog-

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Mr. J. B. ALLANSON.

[Continued.]

Mr. Brynmor Jones—continued.

"y-go, and are not entitled to send cattle thereon for the purpose of pasture.

"The rights of the Plaintiff over the Fownog-y-go turbary depend to a great extent on whether he, as lord of the manor, remains owner of the soil of the turbary. This is a question not free from doubt. Certain allotments were, pursuant to the first Inclosure Act, given to the lord in lieu of all his right and interest in the soil of the common and waste lands, but this Act substantially contemplated the allotment in severalty of the entire waste or common land, and we are of opinion that as to such parts of the waste as were not allotted in severalty, the Plaintiff as lord of the manor remains owner of the soil of such parts, including Fawnog-y-go, subject of course to the right over it created by the award, and may exercise full rights over the same so long as he does nothing to lessen or interfere with the right of common of turbary to which the Defendants and the inhabitants of the parish are entitled. The fact that the turbary is marked out only by metes and bounds, and not by a fence, tends to support this view, and to show that it was not intended to disturb the ownership of the soil of this part of the wastes.

It follows from the foregoing, that we are of opinion that the existing metes and bounds are a sufficient fence, and that the Plaintiff is not obliged to make any other around Fownog-y-go. Mainly what I wish to deny is this, that the point in this case ever was the right of pasture over Fownog-y-go; the question was as to their right to send their cattle on to this grouse moor, which is undoubtedly our property. Mr. Bryn Roberts in stating that the matter in dispute was the right of pasture to Fownog-y-go, did not state what was correct.

Chairman.

65,366. You won all down the line?—We did, my Lord.

65,367. And this lady completely surrendered?—No, my Lord, she did not, for she gave a bill of sale on all that she had, and she fought us to the very last on the bill of sale, and she got the best of it, and we had to pay her costs under the bill of sale, and then we let her remain on.

65,368. Then she did not completely surrender?—She did not.

65,369. She took your terms with respect to everything?—No. We gave her no terms. We simply said: "We want a judgment in the action, and then we will deal fairly and rightly with you."

65,370. There is one thing I should like to call your attention to: "and I learnt afterwards that the son who fought so very determinedly carried his surrender so far as to become a Churchman and Conservative?"—I do not think there is a word of truth in it. I know nothing of it, but this I do know that he himself took a bill of sale from his mother, and fought us over the bill of sale.

Chairman—continued.

65,371. When he had won did he become a Churchman?—No, he lost, and so far as I know he is not a Churchman. I never knew in my 22 years' knowledge of the estate any difference made between a Churchman and Chapelman.

65,372. You do not know whether he became a Churchman?—No, my Lord, if he did I should think he was a very bad one.

65,373. You do not know?—No.

Mr. Brynmor Jones.

65,374. Is it a fact that Mr. Assheton Smith is lord of the manor of Dinorwic?—Yes.

65,375. That is a mesne manor, is it not?—Yes.

65,376. In the Crown manor or hundred of Isgorfia?—I believe so.

65,377. You did not mention that fact to the counsel, did you?—No, but I put it in the hands of a man who thoroughly understands these things—I put it in the hands of some one to look all these things up.

65,378. It is a mere suggestion of mine—but possibly if it were waste of the Crown hundred that might make a difference?—Possibly, but the only thing that the Crown has is that there is a reservation to the Crown of lead, and so on, but all the rest belongs to Mr. Assheton Smith as lord of the manor.

There is another matter I wish to give evidence upon with reference to the evidence of Thomas Williams of Port Dinorwic, who gave evidence at Carnarvon on the 21st of September 1893. In reference to his evidence I say: I am the solicitor of the Vaynol estate, and have been so for over 20 years. I practice under the style or firm of Turner and Allanson at 34, Castle Square, Carnarvon. I wish to rebut portions of the evidence of Mr. Thomas Williams in paragraphs, 12,944 to 12,969, and 12,976 to 13,006.

The statement "I was turned out of the place at the end of the year 1887, and they declined to give me a reason though I asked the agent. The only thing he told me was the landlord wanted the place," is untrue. The statement, in reply to Lord Kenyon's question in paragraph 12,945, "You say you were turned out of your holding in 1887. Could you tell me what reason was given?"—They refused to give a reason only that the landlord wanted the place and wanted to get rid of me," is untrue. The answer in paragraph 12,949 "Why was the notice to quit given?"—"No reason was given," is also untrue. The true facts of the case are as follows. Prior to November 1875, Mr. Thomas Williams and his sisters, Miss Margaret Williams and Miss Elizabeth Williams, were joint tenants of Parkia Rhos. Mr. Thomas Williams was a persistent poacher. He had been caught over and over again. He had solemnly promised Mr. Assheton Smith over and over again to give up his practices, but broke his promises over and over again. Notice to quit was served at length in November 1885. The notice expired on 12th

See
12,943-
13,006 and
13,550-
13,620,
also
65,381-
65,413.

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Mr. J. B. ALLANSON.

[Continued.]

Mr. Brynmor Jones—continued.

November 1886. 24*l.* 15*s.* rent was then owing. The tenants refused to quit or pay the rent owing. I was instructed to issue a writ, and did so, on November 16th, 1886. Captain Stewart wrote on November 23rd, 1886, as follows:—

“ Bryn Tirion,

“ DEAR SIR, “ November 23, 1886.

YOURS dated November 20th, posted on 23rd, this morning received. Mr. Assheton Smith has already declined to see you, and now that the matter has gone so far, I feel sure he would not, on his return, grant you a further personal interview, for in a letter I have had from him, he said you had already deceived him so often that no verbal promises on your part would avail.

“ I have already informed you what your landlord was disposed to do for you, but the mode in which it is to be done must be left to his legal advisers, that is if you wish to avail yourself of it. You have had ample time to consider it, and pray understand that nothing is being done to stay the proceedings taken against you.

“ Yours, &c.

“ N. P. STEWART.”

On the following day, November 24th, 1886, his agent, Mr. William John Williams, of Carnarvon, accountant, saw me. I fully explained the reasons why Mr. Thomas Williams could not stay on, that he had been repeatedly forgiven for poaching, and had repeatedly promised not to poach, and had broken his promises and deceived Mr. Assheton Smith over and over again. A copy of Captain Stewart's letter of the day before was then in my hands. Mr. W. J. Williams said the man was a fool to interfere with the game as he had been doing, and he would not do so again if he were allowed to stay on as a favour for a year, and an arrangement was made for Mr. Thomas Williams to see me with his agent, the accountant, next day. I saw both at my office on November 26th, 1886. Mr. Thomas Williams admitted he had acted badly in the past, but he solemnly promised that he would never again interfere with the game or cause Mr. Assheton Smith trouble and annoyance. The letter set out in paragraph 13,000 was practically agreed to in terms on that day, but it was not actually signed till later on. It was arranged that judgment should be signed, and judgment was signed next day for possession of the farm, rent 24*l.* 15*s.* and costs 7*l.* 18*s.* 8*d.*, and it was agreed Mr. Thomas Williams should stay on till November 1887 as tenant at will, and we would give him time to pay the costs. He promised most solemnly not to annoy Mr. Assheton Smith any more by killing the game. He knew perfectly the reason why he was to go, and that Mr. Assheton Smith was willing for his sisters to continue as tenants of Parkia Rhos. The statement in paragraph 12,985, “An agreement was drawn up, or at any rate something in the nature of an agreement, that I should remain there another year,” is not true. No agree-

Mr. Brynmor Jones—continued.

ment, or anything in the nature of an agreement, was drawn up. He and his sisters signed the letter of December 15th, 1886, set out in paragraph 13,000, and in reply a letter was written to Mr. Thomas Williams, on the 17th December 1886, that Mr. Assheton Smith accepted his apology, and consented to allow him to remain at Parkia Rhos till the 12th November 1887, provided the tenants conducted themselves to his entire satisfaction, and otherwise as stated in their letter of December 15th, 1886. On this understanding they remained on as tenants at will, and this was fully understood by Mr. Thomas Williams. I mentioned to his agent, who is an accountant, in the office, that he was clearly to understand this, that they remained on as tenants at will, and that would bind Mr. Thomas Williams not to commit any game offences, and his agent agreed with me that it was a very sensible thing to do, because it would keep his hands quiet. The statement in paragraph 12,960: “Then after that prosecution was another notice to quit served upon you? —A writ of ejectment was given me, for which I had to pay 11*l.* 15*s.* odd,” is untrue. No writ of ejectment was served after the prosecution referred to, nor was the judgment or ejectment ever enforced, nor was any warrant of ejectment placed in the sheriff's hands. It is not correct to say he paid 11*l.* 15*s.* for the writ of ejectment. He agreed to pay 7*l.* 18*s.* 8*d.*, the taxed costs of November 26th, 1886, but he tried to do us out of the money. Not until April 9th, 1887, did he pay anything. Then he paid 2*l.* on account. He sold his stock in November 1887, and all our efforts to get him or his agent to pay the balance 5*l.* 18*s.* 8*d.* were of no avail. At length we discovered there was money in the hands of the auctioneer, Mr. Evan Hugh Owen, and we recovered it, after having tried all other means, under a garnishee order against the auctioneer, and, of course, Mr. Thomas Williams was ordered to pay the costs of the garnishee order, which were taxed at 3*l.* 11*s.* Then having failed to escape payment of our costs, his agent, on December 2nd, 1887, paid us the balance of the costs of the first writ, 5*l.* 18*s.* 8*d.*, and the garnishee costs 3*l.* 11*s.*, in all 11*l.* 8*s.* 8*d.* Throughout he broke all the promises he made to us.

The statement in paragraph 12,953 is also untrue: “I was convicted for taking a rabbit from a trap, and I felt that I had a perfect right to do that. I was not exceeding my limits.” The statement in paragraph 12,955 is incorrect: “What was the date of the prosecution?—About 10 months after I had notice to leave, so far as I can recollect now.” The statement in 12,990: “I was charged with having placed a trap on the line, and that I had taken the rabbit out of it. Two keepers . . . took hold of me. The gamekeeper confessed that it was a new trap, and that it was his trap,” is untrue. I produce a certificate of Mr. Thomas Williams' conviction by the county justices at Carnarvon, on 26th March 1887, under the Ground Game Act, for that he, “being the person having the right of killing

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[Continued.]

Mr. Brynmor Jones—continued.

"ground game on the said farm of Parkia Rhos, unlawfully did use spring traps for the purpose of killing ground game, otherwise than in rabbit holes, contrary to the statute." I also produce a copy of the justices' clerk's notes of the case, and I have my brief upon the prosecution. He was not charged with setting a trap on the line, and he was not taken hold of by the keepers. The keepers did not confess it was a new trap, and that it was the keepers' trap. The keepers pointed out that it was Mr. Assheton Smith's trap, and bore his mark, and asked him to account for its possession, and he could not do so. He was seen by one of the keepers to set this trap the previous night, the 16th of March 1887, and they watched for him in the morning. There is no railway line near this part of his farm. May I, without impertinence, suggest that possibly the mistake may have arisen through an error in the interpretation; the "game run" may have been interpreted as "a line," and may have been taken for a railway line, whereas it was simply a game run.

65,379. That rather verifies his evidence?—No, the evidence as it came to you was that a trap had been set on the railway line—he said that he did not set the trap, but found a rabbit in it, and took it out. Our case is that there was no railway line near the spot, but he was seen by one of the keepers to set the trap the previous night, and that they watched for him. The keepers did not take him into custody or seize his person, but they took the trap and rabbit from him. At that time he was going away with the trap and rabbit. Mr. J. T. Roberts, the solicitor for the defence, charged the keepers with

The witness withdrew.

Mr. THOMAS WILLIAMS recalled and further examined.

Chairman.

65,381. What have you to say?—I beg to corroborate what I said before the Commission at Carnarvon, on the 21st of September 1893. I again repeat that the Vaynol estate agent declined to give me the reason or reasons why I was turned out of Parkia Rhos, though I asked him, when in the estate office on business pertaining to my leaving. Mr. Allanson states, that I knew the reason, but refrains from naming it. Of course, I have drawn my own conclusions. I well remember having declined, in 1880, to promise my vote to the Conservative candidate, though several canvassers called upon me, and amongst them Captain Stewart, the agent, accompanied by his clerk. As many as four others came together, whom I am prepared to name if necessary. I never afterwards found much peace, as some petty complaints were being continually made against me, some of them most childish. On one occasion Mr. Assheton Smith himself, at Vaynol Hall, upon the testimony of one of his gamekeepers, charged me with stamping my feet too suddenly while walking over the farm, and thereby endangering the lives of the game that might be

Mr. Brynmor Jones—continued.

deliberate falsehood, and alleged that the trap had been designedly set by the keeper Woodrow or some evil designing person to ruin Mr. Williams. I copied his words down at the time on my brief, which I have here.

Mr. Brynmor Jones.

65,380. What other defence could you suggest?—I do not know; but I do not think the fact that I could suggest no other defence would warrant me in charging a man with wilful and corrupt conspiracy and perjury. I do not blame the solicitor, but I blame Mr. Williams who instructed him. The solicitor could not help doing what he did. The charge was that the trap had been set by Woodrow, the keeper, for the purpose of ruining him, and he had a number of witnesses to prove an *alibi*, that is, that he was not there at the time, that he never set the trap, and that the whole thing was a plant on the part of the keepers. The view we took of that was this, that a man who had set up such a defence to ruin an honest man—because, remember, the justices decided that the *alibi* was untrue, that he actually did set the trap, and I give the names of the justices, because there is not one of them connected with game—they did not believe the defence, and they fined him—and was not a fit and proper person to remain. As he had made such a charge of perjury and wilful conspiracy against these keepers (and failed to establish it) it was thought he was not fit to remain on the farm; but his sisters were told that if they desired to remain, and he to go, they might remain. That is the whole of my evidence.

Chairman—continued.

concealed in the grass. I need not say that such a charge was utterly groundless and unwarrantable. Never was I accused of taking, or of trying to take, either a pheasant, or a partridge, or a hare; but I reserved my right of catching the rabbits, as they did such injury to the crops. I feel more confident than ever that game is the cause of almost every instance of unpleasantness on the Vaynol estate. One or other of the tenants is continually called to account because of the game. I know of two such instances that have happened during the last three or four months. Mr. Allanson says, that there is no railway line near Parkia Rhos. That is not true. I have actually measured the distance, and say, that there is a line within 10 yards of the land of Parkia Rhos. That is not the only point upon which his evidence is entirely false and misleading. I received notice to quit on November 12th, 1885. I asked to be allowed to remain, and to continue my tenancy. I afterwards asked to be allowed to remain for a year, and was allowed to become a tenant at will, which from bitter experience I understand to be a tenant cast adrift at the landlord's

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Mr. T. WILLIAMS.

[Continued.]

Chairman—continued.

pleasure. At my sisters' request I signed some kind of an agreement or letter to that effect, and have sadly repented it ever since. In fact, I was ready to do almost anything, so as not to pain my sisters, as we had never been living apart from each other. Our being sent away affected one of them so much that she was ill and unable to do anything for a whole year.

65,382. You have heard this evidence. Is there anything you deny in it?

Mr. Brynmor Jones.

65,383. Did Mr. Allanson say anything, the truth of which you dispute?—There is one thing here, sir.

Chairman.

65,384. You deny the whole of that which Mr. Allanson said when he denied that which you said about your being turned out of the place, and their declining to give you any reason. You say that is true?—Yes, my Lord.

65,385-6. Then Mr. Allanson says it is not true?—Yes.

Lord Kenyon.

65,387. Do you deny that you were caught poaching?—I deny that I am a poacher.

Chairman.

65,388. You deny that?—I deny that.

Lord Kenyon.

65,389. Do you deny that you were convicted?—I was convicted.

Chairman.

65,390. But you say you were unlawfully convicted?—I was unlawfully convicted, so far as I know. To the best of my belief I was unlawfully convicted. I am quite certain that I had nothing to do with the trap at all; so that I cannot account for it.

Mr. Brynmor Jones.

65,391. You deny that you set this trap; that is what I understand is your defence?—Yes, I do.

65,392. Whoever set it, you did not?—I did not.

65,393. Then you had a solicitor, and you set up that defence?—Yes.

65,394. You also set up an *alibi* and called witnesses to say you were not there at the time?—I proved an *alibi*.

65,395. And the justices found against you?—Yes.

Mr. Brynmor Jones—continued.

65,396. You are still dissatisfied with their verdict?—I am dissatisfied with their verdict up to this day. I was quite innocent about that matter.

Chairman.

65,397. You found your rabbit in the trap, and you took it home?—I found the rabbit about 11 o'clock in the morning, and I took it.

65,398. So that you took the trap too?—Yes, I thought I had a perfect right to take it off. As soon as I took the rabbit out of the trap two gamekeepers jumped over the wall and took hold of me, and they not only took the trap, but took the rabbit as well.

65,399. Mr. Allanson says that the keepers say they never touched you?—Yes.

65,400. You say that it is true that they did touch you?—Yes.

Mr. Brynmor Jones.

65,401. The justices found that this gentleman set a trap; he said he did not, and that probably the keepers did, and he says they took the trap. (*To the Witness.*) You mean to say they took the trap away with them?—They took the trap and the rabbit as well.

65,402. It looks very much as if it was their own property, but the justices would not have that—they found against you?—Yes.

Chairman.

65,403. Whose name was on the trap?—Mr. Assheton Smith's.

Mr. Brynmor Jones.

65,404. Was the trap produced in court?—I do not remember; I think it was. Will you please allow me to read a few lines more only from my statement. I asked for compensation for improvements done, and sent particulars as requested thereof to the estate office. The agent told me to burrow holes into the drains, so that he might see whether they worked properly. I employed a man for eight days to do so, to say nothing of my own work, but have never yet received a farthing. That may be satisfactory to the agent's sense of justice, which, I fear, has become very blunt. I was never guilty of that, as I have said, and will say to my grave.

65,405. As I understood from Mr. Allanson, he said that what Mr. J. T. Roberts set up was that it was a conspiracy on the part of the keepers, and he tried also to prove an *alibi* as to the time of setting the trap. The *alibi* was not set up as to the assault by the keepers?—No.

Chairman.

65,406. I think you have made your statement quite clear?—Thank you, my Lord.

Re-examined,
65,410.

The witness withdrew.

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Captain N. P. STEWART.

[Continued.]

Captain NIEL PATRICK STEWART recalled and further examined.

*Chairman.**Chairman—continued.*

65,407. Where do you live?—At Bryn Tirion, Bangor.

65,408. What do you wish to state?—I wish to say that as Mr. Thomas Williams has been allowed to make fresh statements here to day, I should like to be permitted to rebut what he has said.

65,409. Certainly. What statements do you refer to?—On the subject of compensation. I say he was not entitled to a single penny of compensation. He did send in a claim for something like 70*l.* or 80*l.* I went on to the farm, and I went most minutely into all his alleged improvements, and I found that they were such that I could not conscientiously com-

pensate him for anything he had done. First of all, the amount of dilapidations amounted to a great deal more than the amount that he claimed; in the second place, the amounts that he claimed were outside his agreement altogether, and were things that were not of any practical advantage to the farm. It would not help, and did not help, the letting of the farm to the amount of a single sixpence. The farm was let at the old rent. I have never attempted to get more for it. The drains he showed me were not in working order; they were all blocked, and were absolutely worthless. I could not compensate him for drains of that description.

The witness withdrew.

Mr. THOMAS WILLIAMS recalled and further examined.

*Chairman.**Chairman—continued.*

65,410. What do you wish to say further, Mr Williams; you will occupy the whole day if you begin making fresh statements. As you have brought in this fresh statement you may sit down and rebut with regard to that if you like, but you must keep to that. What have you to say about the improvements?—Captain Stewart said just now that I sent in the letter, as he requested, for compensation. I did that, and Captain Stewart wrote me a letter or a postcard to meet him at Parkia Rhos on a certain day, and I went there to meet him to see the drains; they were all, very nearly, in good working order, but I happened to say something that did not please him very well, so that he told me to go out to the road or go home.

65,411. You say you were entitled to compensation?—Yes, my Lord.

Chairman.

And the agent says you were not. I think that disposes of it.

Lord Kenyon.

65,412. Why did you not submit your claim to arbitration under the Act? Why did you not send in your claim under the Act, if you think you are entitled to it?—I did send in the claim for compensation, my Lord, for 80*l.* for drains. I thought at the time that I was entitled to compensation.

65,413. Did you press it to arbitration under the Act?—No, I did not, my Lord.

The witness withdrew.

Major ROBERT AP HUGH WILLIAMS called and examined.

*Chairman.**Chairman—continued.*

65,414. What is your position?—I am a land-owner, justice of the peace, and deputy lieutenant.

65,415. For what county?—Anglesea.

65,416. Do you wish to contradict any particular statement of any person?—Yes. It is a statement which appears in answer to question 23,025, made by Mr. Lewis Hughes.

65,417. Mr. Hughes is not present; he is unable to be here to-day?—He says there in the middle of that statement, "I may say that I myself, at the 1886 election, I believe it was, was offered 50*l.* by two Conservative leaders for remaining simply silent during the election."

65,418. But is there any insinuation that you were one of the Conservative leaders?—No; but what I wish to point out is this, that the Anglesea Conservative Association, of which I

am chairman, thought it their duty instantly to write to Mr. Lewis Hughes, and to ask him who those persons could have been who could have done such a thing, if it were true. We wrote to him, and his answer was this: "I am in receipt of your favour, dated yesterday, and in reply, firstly, beg to inform you that——"

65,419. Who is that letter from?—From Mr. Lewis Hughes himself.

65,420. Who to?—It is to the secretary of the Anglesea Conservative Association.

65,421. What is the date of it?—It is dated 28th October 1893.

65,422. I have one dated the 27th October 1893?—Yes, I was trying to spare your time by omitting that. I was not going to trouble you with our letter; however, I will read our letter if you wish.

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Major R. AP H. WILLIAMS.

[Continued.]

Chairman—continued.

65,423. You wrote to him from the association to ask him to substantiate his statement?—Exactly.

65,424. Then what date was that?—We wrote to him on the 27th October.

65,425. To ask him to substantiate his statement?—Yes.

65,426. What answer did you get, and when?—On the 28th October we received this answer:—

“Aber Eilian,
Amlwch, N.W.,
28th October 1893.

My dear Uncle,

I am in receipt of your favour dated yesterday, and in reply, firstly, I beg to inform you that when any recognised official authority applies to me respecting my evidence before the Commission I shall be prepared to substantiate it, citing chapter and verse for every particular, and as much more in the bargain as will satisfy the most voracious curiosity. Secondly, before arrogating unto itself the functions of a Star Chamber inquisition, how would it do for the Conservative Association to contemplate such other portions of my evidence as are already accompanied by those plain facts and details which you so ardently require? I rather expect they will discover therein sufficient pabulum for their more immediate digestion, without compromising themselves by trespassing so irregularly on forbidden ground. Finally, it is due of me to advise you that I am forwarding your letter to Lord Carrington, the President of the Commission, to be further dealt under powers vested in him by the Witnesses Protection Act. I also reserve all other right touching this correspondence.

Yours faithfully,
LEWIS HUGHES.”

Richard Chambers, Esq.,
Rhen Blas.”

We answered that on the 31st October:—

“Anglesey Conservative Association,
Rhen Blas,
October 31, 1893.

“Dear Sir,

I have to acknowledge the receipt of your letter dated the 28th inst. I must say that I consider it deeply to be regretted for your own sake that you have thought it advisable to take the course you have done in this matter, and I contend that it will not commend itself to any disinterested and fair-minded man in any way. I shall again endeavour to place the matter before you in the only proper light it can be looked upon. Before the Land Commission at Llangefni on the 14th inst., you made an assertion against two members of the Anglesea Conservative Association of illegal and dishonourable practices by offering you 50% to keep silent at the general election in 1886, seven years ago. The executive council

Chairman—continued.

instructed me as their general secretary to write to you and ask you for the names of these two men. Had you complied with their reasonable demands, I suppose the council would have nothing more to ask you, but would proceed to deal with these two men for dishonouring the party according to their own sense of what is due to the Association and of the merits of the case in all its bearings. Instead of giving the names of the persons you alluded to, you answered the secretary's letter in a bragging and threatening manner such as will not add an iota to your credit and honour. Your own common sense should have told you that threats of further exposures carry with them no terror to anyone from a man that either will not or else cannot prove them, and can only result in causing the man that makes them to appear a despicable and a pitiful object indeed. As to the other portions of your evidence before the Land Commission, I have no instructions to deal with. I presume the executive council does not consider them of any importance, and I venture to say, if you persist in refusing to prove the portion in question, no one else will. With regard to your threats of visiting us with the wrath of Lord Carrington and your intention of slipping under his protection in this dilemma, one would think that you are under the impression that the Land Commission was appointed solely to enable a certain political party to hurl any kind of calumny at the head of its rival party. This may be so, but I presume that even the present Government will hardly thank you for making the revelation. You are quite welcome to reserve all rights touching this correspondence, and I may add that I do the same myself, subject to the instructions I may receive from the Association I have the honour to be secretary of. In conclusion, allow me to point out to you again that there is only one way for you to get out of this affair with any honour, and that is by proving your assertion, which most decidedly if not proved will be discredited.

Yours very truly,
RICHD. CHAMBERS,
General Secretary,
Anglesey Conservative Association.”

We received a reply, dated the 5th November 1893, as follows:—

“Aber-Eilian,
Amlwch, N.W.,
6th November.

“My dear Uncle,

On my return this morning from a long business journey, I have your favour of the 31st ultimo. This requires but a very brief reply. I never entered the witness chair unprepared for such interrogatories as you now advance. Indeed, the glowing

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Mr. J. LINNELL.

[Continued.]

Chairman—continued.

warnings of some members of your party had forewarned me to anticipate some 'stinging jawbreakers.' I was there, so were my friends the enemy, mute, sullen, and silent. That was their opportunity, eh? Do not think for one moment that I shall condescend to gratify the curiosity of any such irregular application as you now choose to make. The Conservative Association must not look to me for the means of elevating its moral fibre and discipline. My patronage and support is invariably accorded to the rival organisation. I do not admit that treating your letter thus squarely will reduce me either to a 'despicable or pitiful' condition. I have a fairly long record to my back, and am not entirely dependent for its maintenance upon the injured tone of a rebuffed (although a much esteemed) general secretary.

Yours faithfully,
LEWIS HUGHES."

R. Chambers, Esq.,
Rhen Blas."

To this we replied:—

"Anglesey Conservative Association,
Rhen Blas.

Dear Sir, December 1, 1893.

At a meeting of the Executive Council of the above Association, held at the Town Hall, Llangefni, November 16, I was instructed to send copies of the correspondence between you and myself with reference to your statement before the Land Commission to their secretary, to be placed before the

The witness withdrew.

Mr. JAMES LINNELL called and examined.

Chairman.

65,433. What is it you wish to say?—I wish to reply to the evidence of Thomas Roberts, a tenant of Mr. Pochin.

65,434. Where do you live?—The Gop, Newmarket.

[*The evidence of the witness was interpreted to Mr. Thomas Roberts.*]

65,435. You are agent to Mr. Pochin, for the Flintshire property?—Yes, my Lord.

65,436. What do you want to rebut?—I want only to say that Mr. Thomas Roberts attended before you at Holywell. Of course I had no intimation that he would attend there or I would have appeared. I am asked by Mr. H. D. Pochin to say that the rent was raised, as Mr. Roberts said, from 40*l.*—

65,437. Mr. Thomas Roberts was the tenant of a farm transferred by Mr. Morgan to Mr. Pochin?—Yes, my Lord.

A 86439.

Chairman—continued.

Commission. This has been done, and the copies have been acknowledged. Yesterday, at a meeting of the same Council, I was instructed to inform you of this fact, and to send you a copy of my letter to the secretary, by which you will see what conclusion your attitude since compels the Executive Council to come to with regard to such statements.

Yours faithfully,
RD. CHAMBERS,
General Secretary."

65,427. Is there anything in answer to that letter?—No, we have nothing in answer to it.

65,428. Was that letter returned to the secretary unopened?—I can say I have no further communications from Mr. Lewis Hughes.

65,429. On this copy of the correspondence which you have been good enough to put into my hands, it is said that this letter was returned to the secretary unopened?—Well, it might have been, but at any rate we are perfectly unable to get this man either to substantiate his statement or to withdraw it.

65,430. And there the matter stands?—There the matter stands.

Mr. Brynmor Jones.

65,431. I think we ought to ask you this, that you know the leaders of the Conservative party in Anglesea, pretty well?—Yes.

65,432. And so far as you, as chairman, can testify, none of them would be likely to offer any bribe of this kind?—I am sure they are perfectly incapable of doing such a thing.

Chairman—continued.

65,438. And he farms 47 acres at 40*l.* a year?—He did then.

65,439. And he now pays 60*l.* a year, but he has had 10 per cent. abatement?—Yes, my Lord.

65,440. That is on the 60*l.*, so that he pays 50*l.*?—He pays about 50*l.*

65,441. The buildings, he said, were bad, and the house came down before he improved it?—Yes.

65,442. And he objects to land being let to a sporting tenant?—I should say in reply, that when the rent was raised the former agent rebuilt the house and the buildings at a cost of 360*l.*, equal to six years' rental. As regards the game, I may say, from inquiries, that there is no game whatever on the farm. I can only say that we have tried to improve the farm and make the buildings as good as can be. It is a farm which I may state, if it was open tomorrow, we should have any quantity of applications for. That is all I can say about that.

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Mr. T. ROBERTS.

[Continued.]

Mr. THOMAS ROBERTS recalled and further examined through an interpreter.

*Chairman.**Chairman—continued.*Previously
examined,
59,116–
59,172.

65,443. Did you hear what the last witness, the agent, said?—Yes, my Lord.

65,444. Have you anything to say upon that?—Mr. Linnell said, as I understand, that a house was built for me in the beginning. The house was built eight years after I had taken the farm, and I had paid 20*l.* yearly, which I believe will make 160*l.*, to prove that the improvements were made. He let the first contract, to repair his stable, to Robert Ellis and Robert Jones; the second contract was given to Joseph Roberts, of Rhuddlan, and Joseph Parry, of Llanasa; and the third contract in eight

years' time, to build the house, to Edward Parry, of Newmarket, and the fourth contract has never been carried out. Mr. Linnell knows that I have no place to-day to put any corn in under cover in my barn.

65,445. You adhere to your statement that the buildings were bad and that the house came down before you improved it?—Yes, I do, my Lord.

65,446. And you paid for eight years 60*l.* before Mr. Pochin did any repairs?—Yes, before they did anything to the house. They had repaired the stable in the meantime.

Mr. JAMES LINNELL recalled and further examined.

*Chairman.**Chairman—continued.*See
59,338–
59,421.

65,447. This is with reference to the evidence given by Mr. John Davies, Garn Y chain, Gwaenysgor. Is Mr. John Davies in the room?—*(No answer.)*

65,448. What do you say with regard to Mr. John Davies?—I can only say that I think his complaint is unfounded.

65,449. Do you say his rent is not too high?—I say his rent is not too high. He farms 160 acres for 148*l.* per year; it was formerly 160*l.*, and we have reduced it to 148*l.* We

have allowed him 10 per cent. the last few years. I have let land adjoining it recently for five years at 25*s.* per acre—a five years' agreement—so that we do not wish it to go out among the tenantry that the land is let too dear. He has never made a complaint to me as agent before, and he has always paid his rent regularly.

65,449*a.* He has paid his rent and he considers it is highly rented, and you consider it fair?—Yes, I consider it very fair.

The witness withdrew.

Colonel the Hon. E. SACKVILLE WEST recalled and further examined.

*Chairman.**Lord Kenyon.*

See 56,341.

65,450. What is it that you wish to state, Colonel West?—I wish to rebut certain statements made by the Rev. Dr. Pan Jones at Wrexham. The first of these statements was made by him in the course of answers to questions put by Lord Kenyon and Mr. Vincent. With reference to the cottage referred to in the article upon which Lord Penrhyn's action for libel was founded, Dr. Pan Jones said: "I would not be sorry to see that house beaten into dust. I applied the term used to Jericho, and I am happy to tell you, my Lord, that that house has never been inhabited since."

65,450*a.* I remember that statement?—That statement is untrue. The house has had a tenant ever since. It was let immediately on its vacation by Robert Hughes to a man whose name I forget for the moment, and subsequently to Mr. J. R. Jones, who is a shoemaker, and by common repute a Radical and Nonconformist, and who has built in the garden of the cottage a workshop under a guarantee for compensation from me should he leave the premises.

65,451. Another matter I wish to refer to. It is the fact that the water on which the poaching took place is, as suggested by Lord Kenyon, preserved by Lord Penrhyn for the benefit of the quarrymen.

65,452. That is the river fishing?—Yes, and it is a fact that it is preserved by Lord Penrhyn for the benefit of the quarrymen and the public.

65,453. I thought it was so, but it was not in evidence, and I am much obliged to you for calling attention to it?—I now put it into the evidence. The man in question was fined by the magistrates for a savage assault, and for taking salmon with illegal implements. The poaching and assault took place during the close time prescribed by law.

I should like to add that I am indirectly responsible for an error which Dr. Pan Jones pointed out had been made by Lord Penrhyn, and for which he apologised at Llangefni, which error induced him to mention Dr. Pan Jones in connexion with a chapel at Bethesda. In driving through Bethesda with Lord Penrhyn, I pointed out a chapel there to Lord Penrhyn, saying "That is one of Dr. Pan Jones's," meaning to refer to the denomination of the gentleman. I explained to Lord Penrhyn that this chapel was built in consequence of a dispute which took place among the Independent body about the year 1877, as to Bala College, which resulted in a division between the old and new Constitution, and that Dr. Pan Jones was said to belong to the old Constitution, who, in Bethesda, founded this chapel. Lord Penrhyn took the reference, "One of Dr. Pan Jones's," as intended for the individual. It was at the time that the libel action was in progress.

65,454. That is all you have to say?—Yes, that is all I have to say.

The witness withdrew.

See 56,170–
56,176, and
56,237.

See 56,157.

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Rev. T. Z. DAVIES.

[Continued.]

The Reverend Mr. T. Z. DAVIES called and examined.

Chairman.

Chairman—continued.

65,455. You wish to deny a statement made on Wednesday last by Mr. W. R. Evans respecting yourself?—Yes. I only saw it yesterday in the papers.

65,456. Where was that statement made?—At Denbigh.

65,457. The first day at Denbigh?—Yes; it was on Wednesday.

65,458. I do not know whether it came before me?—I can read the cutting from the newspaper, if you will allow me.

65,459. I will first get my note upon it before me. What is the name of the witness?

William R. Evans. May I read the statement?

65,460. Yes; just read what you have seen?—

The cutting I have from the newspaper is: "Alleged ejection for holding a prayer meeting.—Mr. W. R. Evans, of Caerwys, said that his uncle had a farm called Pistyll, on the Mostyn estate. In 1880 his uncle, being old and infirm, commenced holding a prayer meeting, which displeased the Revd. T. Z. Davies, vicar of Whitford, and two years afterwards he had notice to quit, this being the talk of the country." That is what I wish to rebut.

65,461. I have my note before me, but I have not got it that he had notice to quit?—This is taken from a Liverpool paper.

65,462. I have it that it was under Lord Mostyn that he took the farm, but his name was not inserted as tenant. He held a prayer meeting. This incensed the vicar, who, I take it, was yourself?—Yes.

65,463. "This incensed the vicar, the Rev. T. Z. Davies, and in 1880 he asked to have his name inserted, and in 1882 he left of his own accord. Mrs. Jane Evans received notice to quit when she was 83 years of age, as alterations were to be made on the estate?"—There are two cases there. The first is with respect to this prayer meeting, and then there is an insinuation that he had to quit in consequence of, I suppose, some influence that I have had with the agent of the estate.

65,464. And you wish to deny that?—I deny it *in toto*. What I say is this, that Mr. Robert Jones was there, and he never spoke to me about a prayer meeting. I heard it sometime subsequently, but he never spoke to me on the subject, and had he spoken I should certainly not have objected in the slightest degree.

65,465. So far as I remember (the Commission will correct me if I am wrong) he said he spoke to you about holding a service in the evening?—Yes, in the evening.

65,466. And you said that at your advanced age?—Pardon me. I am thankful to say I can do my duties as well as anyone. I have been 51 years in orders, and I have never failed to perform a single piece of duty, even that of a funeral, from illness during that time. He spoke to me about holding a service, and the reason I did not hold it was this: there are three churches in the parish of Whitford, and at that time we alternated the services; I alone had an afternoon

service in Welsh, so that we had in the parish in the churches two English and two Welsh services every Sunday. The afternoon services were convenient for another reason, there were many old people and servants who could not attend at night, and they could in the afternoon. Robert Jones was a Methodist, and he was a very respectable man—that is the uncle—the witness spoke of his uncle. This witness was a boy at school at the time, about 12 years of age, and he left school about then, and went with his uncle. I believe he knew hardly anything at all about his uncle, in fact I do not hesitate to say that the whole thing has been made out and put into his mouth. I have been kinder to that boy and done more for him than anyone else.

65,467. Then you say you were not in the least incensed?—I was not in the least incensed. I never spoke to Robert Jones about it in that way, and I was only too pleased he should do so.

65,468. That he should have a prayer meeting?—Any he pleased, and anyone else in the parish—I should be only too pleased if there were more of them. There is an insinuation that I spoke to the agent, and that the farm was refused to him in effect afterwards. I never spoke to any agent or landlord in regard to such a matter; I have been 29 years there, and I have never interfered in any way with a man about a farm, in order that he should be dismissed from it. I have made a point never to do it; but Mr. St. John Charlton spoke to me, and asked if I had any objection to the schoolmaster going there; he was going to be married, and it was close to the school, and was the only house to be had, and at that time I said I had no objection whatever. He went there then, and has lived there ever since. Robert Jones was never the tenant, and the sole reason that the house was never let to him was because the house was wanted for the schoolmaster.

Mr. Brynmor Jones.

65,469. You did have a conversation with him about the service?—He asked me: "Could we have a night service." I said "No; we alternate; we have the two services, and there is English in one and Welsh in the other, so that everyone can have two full English and two full Welsh services every Sunday."

65,470. You say the conversation was about the service in the church?—I never spoke to him about the prayer meetings, in fact I never heard of them, I believe they continued for a short time, and then dropped, and during the whole of that time I never certainly spoke to him on such a subject. I should have been only too pleased, and I should never have objected. During the 29 years I have been vicar of the parish, I have never spoken to any landlord or to any agent with regard to a farmer in order to procure a tenancy for anyone, or to cause any man to be removed from his holding. What I feel, as regards R. W. Evans' statement, first

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Rev. T. Z. DAVIES.

[Continued.]

*Mr. Richard Jones—continued.**Chairman.*

of all is, that it is an attack upon the Welsh Church through me, and secondly an attack upon the Mostyn estate, it being an insinuation that the agent through me refused to accept R. Jones as tenant of the farm.

65,471. You positively deny that conversation?—Yes, I deny it.

The witness withdrew.

Mr. JOSEPH JONES recalled and further examined.

*Chairman.**Chairman—continued.*

65,472. What are you, Mr. Jones?—I am a hotel keeper. If your Lordship remembers, I gave evidence yesterday at Denbigh. I gave evidence in the capacity of a guardian of the parish and a way warden. In my statement I referred to certain matters with reference to land and with reference to cottage property, with regard to the closing of quarries, and with regard to common land. My application is this, that you will allow one of the Commissioners who heard what I had to say last night, to come with me; I vouch my word that we shall not be away two hours, so that he may see for himself that the statement with reference to common land which may be utilised for gardens and such like is correct, and it is there lying waste, and no one is allowed to have access to it. I am willing to pay all expenses,

and I vouch that they will not be away two hours.

65,473. I am afraid we shall not be able to do that to-day, but the Commissioners will consider it, and if it is possible to do so, we will?—Thank you, my Lord.

Mr. Brynmor Jones.

65,474. Write to the Secretary describing the place and giving your name and address, so that if we consider it sufficiently important we may know where to apply when we come?—Yes.

Chairman.

65,475. I think you live at the Valentine Hotel?—Yes, my Lord.

The witness withdrew.

Adjourned to Welshpool.

See
64,516-
64,533.

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Mr. J. E. VINCENT.

SEVENTY-FOURTH DAY.

Town Hall, Welshpool, Montgomeryshire, Saturday, 8th September 1894.

PRESENT :

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHŶS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Chairman.

Some letters have been received this morning to which the Commissioners have given their most serious and careful attention. The Commissioners are anxious that the rules which guide them with respect to letters should be fully understood by the public. They are as follows: The Commissioners do not receive evidence by letter, but require the personal attendance of witnesses. Being, however, most anxious to give any person whose character is affected the earliest opportunity of denial or explanation, the Commissioners reserve to themselves the right to read in public any letters received from such persons. These letters are, however, of course, not included in the official minutes.

The Commissioners moreover think that what has been said in other parts of the country as to the protection of witnesses should be repeated here. "Experience has shown that unless witnesses speak out boldly and without fear inquiries like the one we are engaged in are futile. We have no reason to believe that undue pressure will be brought upon any class of witnesses, or any individual witness; nor have we reason to think that the giving of evidence by any person, in this country will lead to his being in any way injured. But it is, of course, possible—we cannot shut our eyes to what has before now taken place in regard to affairs of this kind—that some men are less scrupulous than others, and that it is possible that witnesses who speak here what is in their minds may be subjected to loss and annoyance. We desire, therefore, (and it is our duty to do so) to point out that the recent

Chairman—continued.

"Act, the Witnesses Protection Act, 1892, affords a remedy adequate to meet any ordinary case."

I think I ought also to read a letter received from Mr. Vincent on behalf of the Land Owners' Association of South Wales and Monmouthshire. He says: "On behalf of the Landowners' Association of South Wales and Monmouthshire, I offer my respectful thanks for permission given to make this brief statement. It is concerned with the following points: first, the Association, albeit young in point of time represents a large number of landowners possessed of great and small estates, and I am expressly instructed to say that it is the desire of this executive committee to afford all possible assistance to the Commission towards the common object of discovering the truth. Secondly, an idea appears to prevail in some quarters that this Commission exists for the purpose of bringing contentious issues either between political parties or between landlords and tenants as opposed to one another. The corollary to this wrong idea is the suggestion that, in some form or another, tenants who offer evidence may suffer resentment from their landlords. On the part of my association, I am instructed to repudiate this idea absolutely, and to say that apart from the fact that witnesses before Royal Commissions have abundant protection, it is the desire of the owners composing this association that every witness should give evidence with a feeling of absolute security that he will not suffer in any way."

Mr. JAMES EDMUND VINCENT re-called and further examined.

Chairman.

5,235 65,476. You have to make a statement?—
52. Yes. I am a cousin of the Rev. J. W. Wynne Jones, and I produce the original of the agreement referred to in Court yesterday. I wish to explain to your Lordship that if the rev. gentleman had known or understood that which

Chairman—continued.

he produced was not a copy at all, but a settled draft, the probability is no difficulty would have been raised about it.

65,477. This is the original that the Commissioners asked to see?—Yes.

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Mr. J. E. VINCENT.

[Continued.]

Chairman—continued.

65,478. And the receipt for 500l.?—Yes. You will remember it was said that no compensation was paid. I should like to say—and this is within my own knowledge, because I know the whole circumstances quite well—that I do know exactly how the price of that farm was arrived at.

65,479. I think that is all we want?—Very well, my Lord; so long as it is not suggested

Chairman—continued.

that it is a mere trick of paper we are content. It might be suggested that it was a mere trick of paper.

Lord Kenyon.

65,480. It was in full compensation of all claims?—It was in full compensation of all claims.

The witness withdrew.

Mr. THOMAS JONES called and examined.

Chairman.

65,481. Where do you live?—At the Cwm farm.

65,482. Are you a tenant farmer?—Yes.

65,483. You have got your statement all written out, have you not?—Yes; there are a few things I should like to correct in it.

65,484. You had better read it out, and you can correct it as you go along?—My landlord is Mr. Christopher Leyland. An uncle of mine (Mr. Thomas Lloyd) died in April 1893. For about 15 years, up to the time of his death, he occupied the Ivy House farm, under Mr. Leyland. I was appointed his executor. As soon as possible after his death I had to investigate his affairs, and found he had lost a considerable sum of money (578l.) during the time he was there. The rent of the farm is now 67l. a year. Acreage about 62. He farmed well. He left a widow, who was an invalid. After my uncle's death I went to the agent, Mr. Webster, and asked him whether my aunt could have the farm, as I did not like to get her removed at her advanced age, and in her state of health. I offered to become personally responsible for the rent, and to superintend the management of the place myself. I told him the place was too dear, and wanted some reduction. I waited five or six months after my interview for an answer. I then saw Mr. Webster again, and asked him for an answer, and I offered to take the farm at a valuation of Mr. E. H. Morris (a land agent and auctioneer residing at Chirbury) who was the valuer formerly on the estate, to some extent, and asked him to put the case before the landlord. He peremptorily refused to submit the matter, saying: "I shall not do anything of the kind. If the place is too dear I can get the rent for it, and, in fact, I would rather that they did not stay there." This was after I told him what they had lost at the farm. In my interview with Mr. Webster I pointed out to him that it would be very disastrous to sell the stock, considering the very low prices obtained. This was at the end of last summer. He said Mr. Leyland was not responsible for the low prices, and, whilst I admitted this, I stated he ought to have some consideration for the old woman. He retorted by saying, "I think you

Chairman—continued.

"are all for Mr. Thomas Jones, and none for "Mr. Leyland."

Game.—The Ivy House land is overrun with game, which is let by the landlord to his mother, Mrs. Naylor. It is very strictly preserved. I had asked the gamekeeper if he would kill them down, and send the old woman a few occasionally. He sent about a couple, or perhaps two or three couples during the summer. I went up with my gun one day, thinking I was looked upon as the tenant, as I was surety for the rent. I saw a hare and shot and killed it. I then went down home and sent the boy up for it, having had no game bag with me. When he went there the keeper (Richard Williams) and his son were hiding in the hedge. When they saw the boy they came out and asked him what he was looking for. "I am looking for a hare," he replied, "which Jones, of Cwm, has shot." The keeper told the boy to tell me that he had got the hare, and should summon me for shooting it. I went to find the keeper when I heard of this at his house. I saw his wife, and told her I had come for the hare I had shot. She told me he was from home, and I went in search of him. When I found him I told him I had come for the hare he had taken away from the Ivy House. We had considerable argument over it, and I told him he could summon me if he wished, but I was determined to have the hare back, as I considered he had stolen it. He afterwards sent the hare back. He has never yet summoned me. This incident very much upset the old woman, as my uncle had never touched any game on the farm. On one occasion, when the men were cutting grain at Ivy House, they killed a few rabbits, one of the men working there having a dog. The keeper, who heard of this, took out four or five summonses against the men for trespass. Here is the summons that I happened to get from one of the men who were summoned (*handing in summons*). I only got that summons last week. The man that was summoned is working for me now—a workman.

65,485. When did this happen?—Two or three years ago, the year before my uncle died. The date is on the summons. This was the harvestman that was living there, the summons

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Mr. T. JONES.

[Continued.]

Chairman—continued.

was sent to the harvestman for running the rabbit. He caught the rabbits in the sheaves.

65,486. The summons is signed by Mr. Edmunds?—Yes, this was done, I presume, to frighten them and my uncle, who occupied Ivy House at the time. The cases were never heard, and the summonses were withdrawn. I, on one occasion, asked the agent about some draining at the Cwm, and asked him to put it before the landlord. He said, "Yes." I asked him, when I again met him, if he had put it before Mr. Leyland; he said, No." I asked his permission to write myself. He said, "It would do me no good." I met him again, and he asked me whether I had heard from Mr. Leyland. I said I never wrote. He said, "If you had you would have put your foot into it. I should never have done anything for you. Mr. Swetenham (a former agent) had to ask Mr. Leyland about things, but I shall be able to do a few things on my own hook." He was the former agent, Mr. Swetenham. He is now agent for Mr. Gladstone.

The Leighton Estate.—The rest of my evidence is as regards the Leighton estate.

65,487. Who does the Leighton estate belong to?—Mr. Christopher Leyland. I live on part of it.

74,743
768. 65,488. He is the owner of the Leighton estate?

—Yes, at present. I am well acquainted with the Leighton estate, Mr. Christopher Leyland being the landlord. I know that it has been the practice on this estate in very recent years for the landlord to take up farms from any tenants who applied to him for reductions. I am the only tenant who, within my recollection, has not left his farm on the estate. The farms are let too dear. Mr. Leyland's hobby seemed to be to take up these farms and plant them with trees. His answer to tenants who wished a reduction would be, "It is worth more to plant, and if you don't like it, give it up to me." He would then plant parts of the farm. I remember the following farms changing hands:

Lower Munlyn, tenant, James Evans; He was sold up under distress; it was a compulsory sale, and he lost all the money he had or nearly so.

Cwm and New House: My father held these two farms at 260*l.* rent. My great-grandfather, grandfather, father, and myself, have occupied Cwm House successively. My great-grandfather enclosed some of the land from the common, and "made" the land. There are some of the fields at present called the common fields. This information was obtained by me from my father.

Nanterribba: My father-in-law, Mr. John Jones, occupied this farm at a rent of about 670*l.*, which would be 29*s.* 6*d.* per acre. He was there 27 years. He hauled all the pipes for draining the whole farm. He laid out a lot of money on the land, and farmed it well, and I may venture to say that he consumed more cake and corn on his holding than all the rest of the parish put together at one time. He found that he could not make the farm pay, and he eventually went to his landlord and asked for a reduction of 70*l.* The landlord told him that if it was not worth

Chairman—continued.

29*s.* 6*d.* an acre to him to farm, it was worth 30*s.* an acre for him to plant, and he could give it up. My father-in-law then gave notice to quit, and left the farm. He received no compensation for hauling, or for any of the improvements he had made. The farm was let afterwards to a Mr. Rogers at 23*s.* an acre, or rather more than double the reduction asked by my father-in-law.

See
evidence of
Mr. David
Rogers,
next
witness.

Chairman.

Is there any representative of Mr. Christopher Leyland in the room; the agent, or any person?
—(No answer.)

Lord Kenyon.

65,489. What was the acreage?—I could not tell you the acreage exactly. Mr. Rogers remained there about ten years. He found the farm did not pay even at the reduced rent, and he went to the landlord and asked for a reduction. He wrote Mr. Rogers a letter in reply to his application saying that if the farm was not paying he had better relieve himself of the responsibility. He gave it up, as he was losing money. It was then let to the present tenant at a 100*l.* a year reduction for the first year, and 70*l.* a year afterwards. They helped the new tenant to put new fences, and gave him an allowance for manure.

Court House: Mr. Griffiths had been at this farm a great number of years, very likely 50 or 60 years.

Chairman.

65,490. Is this all on the same estate?—The same estate. I am going through every farm on the estate. He got short of money, and his son, who had been in a gentleman's service and had saved a little money, came there to keep a home for his father. He farmed it for several years. The place was too dear, and the son lost all his money, and was eventually sold up. It was a compulsory sale.

Fron: Mr. Francis, the tenant, asked the landlord for a reduction, as he found the place too dear. The landlord said he could not reduce it, as it was worth more to plant. Mr. Francis had to leave, as the rent was too high. Mr. Leyland has planted the greater part of his farm.

Lower Leighton: Tenant, Mr. Francis. I wish to explain that there is a Mr. Francis living there now, but this is not the same Francis.

65,491. Is he any relation?—No. There was a distress sale at this farm, and the tenant had to leave. As to the rest of the estate up at Trelystan, every place changed hands, and they were nearly all distress sales, and the land is nearly all planted with trees.

65,492. Can you tell us the size of Mr. Christopher Leyland's whole estate?—I know the estate, but I cannot tell exactly.

65,493. How large an estate is it?—He has one estate up at Kerry.

65,494. But is the estate 3,000 acres, or anything of that sort?—More, I should say.

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Mr. T. JONES.

[Continued.]

Lord Kenyon.

65,495. Do you know how long the Leyland family has been in possession of this estate?—I could not say exactly, a great number of years. I think they bought it off a Mr. Corbett.

65,496. What do you call a great number of years?—Well, perhaps 60 years or 70 years.

65,497. Within the present century?—Yes, before my time, of course.

65,498. But I mean it is within the present century?—Yes.

65,499. Is your farm the same Cwm Farm that you refer to further on?—Yes.

65,500. What is the rent you pay now?—The rent for the Cwm Farm is 111*l.* now? The land I rent under Mr. Leyland is 111*l.*

65,501. Do you know the size of your farm? It is about the same number of acres. It may be a few acres more.

65,502. The New House, I suppose, was taken from the Cwm?—It was two separate farms. Of course we could not carry them on. My father lost nearly all his money. The two farms were meant for my brother and me. My brother had to go to Australia after we lost our money and work as a labourer.

65,503. You kept the farm on, and the New House, as you say, was let to another tenant?—Yes, I managed to keep on the Cwm.

65,504. Did you sign any agreement with regard to the other farm, the Ivy House farm?—No, there is no agreement. I did all the business. I have taken it, and I pay the rent and find the money.

65,505. But I mean was there any signed agreement?—No, the old agreement of course is in force.

65,506. You looked upon yourself as the tenant?—I did, and Mr. Webster never saw Mrs. Lloyd. The agent never saw anyone about the farm besides me.

65,507. I suppose she was nominally the tenant?—Of course I took the farm partly to keep the home up. They could not keep on the farm without me. It is the poorest farm on the estate, and it is rented the same as some of their best farms, the same per acre.

Mr. Brynmor Jones.

65,508. In what parish or parishes is this estate situate?—There are some in Forden parish some in Leighton parish, and some in Trelystan parish.

65,509. Do most of the tenant farmers in these parishes speak Welsh habitually or English?—There are a few Welsh tenants that have come down. The new tenants, some of them, are Welshmen, but the old tenants I do not think could speak a word of Welsh.

65,510. Are they chiefly Nonconformists?—They used to be all Churchmen, but I think the new tenants are mostly Nonconformists.

65,511. Do you know the condition of other tenant farmers in those parishes pretty well?—Yes. I know the condition of them in my parish pretty well. I was the only tenant in the parish that was born on his farm. That is a parish of over 8,000*l.* gross rental.

Mr. Brynmor Jones—continued.

65,512. Do you think the farmers are now able to save money?—No, they cannot save money at present prices. There may be two or three in the parish that are doing pretty well, but the rest are keeping in the same place and losing money.

65,513. Have any abatements been given upon this estate?—Yes, we get 10 per cent., sometimes 5 per cent.

65,514. Has the abatement in no years exceeded 10 per cent.?—No, never.

65,515. Have there been any permanent reductions in your memory upon the estate?—Not to the old tenants—well I had some little reductions. I was the last to apply, I suppose. I was the last of the tenants left that had been born on the farm. I did get some little reduction. Of course it was a near chance of my going.

65,516. Am I right in inferring from your evidence that in your opinion, unless there is a reduction of rent, the farmers must go to the wall?—Certainly. Of course these new tenants have had some reduction, as I pointed out in the case of my father-in-law. The place has been reduced to the first tenant more than double what he asked for, and to the next 100*l.* the first year, and 70*l.* a year afterwards.

65,517. Have any representations been made to the landlord or his agents by the tenants collectively?—Not altogether, no, because we knew if we went to our landlord to ask for a reduction, what we should get. He would say it is worth it to plant, and of course it is no use asking him.

65,518. What remedy do you suggest?—Well, I think when we get a man like our present agent, that says things like he has been saying to me, stopping me writing to my landlord, we ought to have some court we could appeal to. Of course it would not affect good landlords, but I think when you come to a man that goes in for slave driving, there wants a stop put to it.

65,519. What is the agent's name?—Mr. Webster.

65,520. Did you mean to say that Mr. Webster told you not to write to the landlord?—He told me if I did write I should put my foot in it, and he would not do anything for me; Mr. Swetenham used to have to ask Mr. Leyland about things, but he would be able to do a few things on his own hook.

65,521. Where did he say that?—On the corner here, at the bottom of this street, opposite Mr. Morris's, the grocer's. I remember it very well, and I told many about it at the time.

65,522. Does he treat the other tenants in the same way, or you in particular?—I do not know. Perhaps they have not had to ask him about the same things.

65,523. Do I understand you think that the court you suggest ought to have power to fix a fair rent; is that your suggestion?—Well, take the case I have given you of Ivy House, I can show you the accounts of my uncle. I have a copy from the bank, and I can prove to you that what I say is correct. I have the probate in my

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[Continued.]

Mr. Brynmor Jones—continued.

pocket of his will. If you wish it you can see it. He has been a hardworking man, and he could not make it pay, and I cannot make it pay.

65,524. What powers would you give to the court that you suggest?—I do not think I have had enough experience to suggest anything like that.

65,525. Do you think the farmers generally share your opinion? I mean the farmers of your district. I do not mean the farmers all over Wales, but the farmers that you are acquainted with. Do you think they share your opinion in that respect?—Yes, I do think so, only they are afraid to say so.

65,526. Afraid?—Yes.

65,527. Do you think they are afraid to come before this Commission?—Yes. I know there are several tenants on our estate afraid to. We have cases of a little bit of humbug with the game, the same as I had at Ivy House. There are two neighbours adjoining us; one this last year had a little bother. I saw a man this morning who was afraid to come too, and I have been asked to put his case before you.

65,528. Is Mr. Webster a man who has received any special training in land agency?—I do not know. He was in a bank a few years, and he has been in America some years, and different parts. I should say he has had no experience whatever.

Mr. Griffiths.

65,529. I think you said in your evidence that you were executor to Mr. Thomas Lloyd?—Yes.

65,530. In looking over his accounts, did you find any glaring mistake in his farming that you could point out where he had erred?—No, I could not. He was a very industrious man, and was brought up to agriculture all his life.

65,531. He had been very industrious?—Yes, a very industrious man.

65,532. Who is this Mr. Morris, a professional valuer?—Mr. Morris, of Chirbury.

65,533. Was he a general valuer?—Well, he has been valuing on the estate, but I see the valuer here is Mr. George Farmer, that used to value the farms for us years ago, and he generally raised them. That is years ago.

65,534. Was that satisfactory to the landlord?—Oh, yes.

65,535. And the tenants as well?—Well, it was this way. When a tenant years ago used to take a farm, when it was decided the tenant should have it, it was to be taken at Mr. Farmer's valuation, and, of course it was left to Mr. Farmer. Many cases have been like that. I might mention Lower Munlyn; that was a case like that, when Mr. James Evans was sold up, and Mr. Morris came there and took the farm. It was to be taken at Mr. Farmer's valuation, and he raised the farm 1*l*, I believe. I think that is the case.

65,536. Do you consider the farmers as a rule are satisfied with the landlord's valuer? Would not they like to have a word in the appoint-

Mr. Griffiths—continued.

ment?—I mentioned to Mr. Webster that I thought Mr. Morris knew what land was worth, and that he would not value it too low, when I asked him that Mr. Morris might value it, and I will say for Mr. Morris he is a man that does know.

65,537. Is it customary on this estate to turn widows off the farms?—Well, they wanted to turn my aunt out.

65,538. You do not know of any other instance, do you?—I cannot think of any other instance at present.

65,539. You said in your evidence that the landlord was not responsible for the low prices?—This was at the end of last summer, when I mentioned about low prices.

65,540. Should not the rents be fixed on the basis of the average prices?—Do I understand you to say could they be fixed?

65,541. Should they—do you think they ought to be?—I do not think so. I think farms should be let at a fair rental over an average number of years. The prices may vary a little perhaps.

65,542. But still the price for a number of years would have to be fixed on the price that is obtainable?—Anyhow, the farm should be let so that the tenant should not be losing his money when he tries hard.

65,543. Then you say that the game was let to the landlord's mother, I think?—It is let or given. I could not say which; let, I believe. At least, she pays rates on it.

65,544. She does not shoot herself, does she?—She pays rates on the game.

65,545. She kept some keepers, I suppose. I hear of some ladies now who are excellent shots, too?—Oh, yes.

65,546. You say when they applied for game, a couple were sent. A couple of what?—Two or three couple of rabbits, all through the summer. Of course, I did not intend to touch the rabbits or anything, and did not last summer, till the place was overrun. It would not keep any stock last summer.

65,547. Had you any agreement when you took this farm?—No; there is no agreement.

65,548. Then you could shoot the rabbits and the hares, of course. You had a right to?—I should say I had a right to. It is the practice there that when you go to cut a field of grain, there is a keeper under the hedge all day. Sometimes he comes in view. I know that Mr. Williams, last week or the week before, was watching another tenant, Mr. Morris, of Glanabron. He had just the same bother.

65,549. Were you authorised in writing to shoot upon the farm?—No; I considered I was tenant; that I had taken the farm of Mr. Webster, just to keep a home over the old lady.

65,550. I understand you are a rate-collector?—Yes; I am assistant overseer for the parish of Forden.

65,551. Do you find any difficulty in getting in the rates of late years?—There may be a few cases, not many in our parish.

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[Continued.]

Mr. Griffiths—continued.

65,552. You have not got to call a second time?—Oh, yes, sometimes for two or three years almost.

65,553. Two or three years?—Well, I have one case that you cannot get any money. We get a little occasionally.

65,554. You have not been obliged to summon them, have you?—I have summoned one or two of them.

65,555. Does that prove anything to you?—Well, it proves they are not doing very well when they are so short of money.

65,556. According to what you have told us, it is rather a dangerous thing to ask for a reduction of rent on this estate?—Well, you cannot get it. That has been the rule. Of course, now Mr. Leyland is unapproachable, you cannot see him now. It is all left to this Mr. Webster. Mr. Leyland lives in Yorkshire, or rather Cumberland, I think. He has a large estate there.

65,557. Do you think the tenants are rather afraid to go and ask for a reduction of rent?—Well, they know it is no use for them to go and ask.

65,558. They have to leave, according to your statement?—Yes. The whole estate has changed hands.

65,559. How many tenants were there? You say they have all left, except yourself. How many were there?—Of course, I cannot tell the exact number.

65,560. A great number?—I cannot tell the exact number.

65,561. But approximately?—I have gone over most of the farms in my evidence, all except Trelystan. Trelystan I have put all together. They smashed about the same time. There was an extra quarter's rent drawn at one time, and, of course, they could not meet it, and they had to leave.

65,562. Do you think that planting trees pays better than farming in these days?—Well, Mr. Leyland said so. I should think not.

65,563. Then you say that several tenants have been sold up?—They have all been sold up on the estate, or had to leave, because they were losing money; every tenant on the estate.

65,564. Were they able to pay the demands of the landlord, all of them?—I could not say that. Of course I do not know.

65,565. They did not go through the Bankruptcy Court, I mean?—Well, I cannot remember any going through the Bankruptcy Court.

65,566. Then you mentioned something about "making a farm." What do you understand by that?—About making the land.

65,567. Making the farm?—I mean that my great-grandfather enclosed a few fields on my farm, and when it is in common it wants a little bit of making to get it in the state of cultivation that it is in at present.

65,568. Fencing and so on?—Yes, it used to be driven over, and sheep and things grazing on it.

65,569. Then your family have lived a great many years on this estate, have they?—Yes, I

Mr. Griffiths—continued.

think my great-grandfather died there about 1800 and some few years.

65,570. Have you any idea what rent he paid?—No. I have heard my father say that my grandfather used to pay about 70*l.* a year for it. The present landlord bought it off Lord Hereford. The present landlord has not had this part of the estate very many years.

65,571. Then your grandfather paid very much the same for it?—No, that is for two farms. We had two farms under Mr. Leyland, the New House and Cwm.

65,572. Is it customary to reduce the rents to incoming tenants, and let the old tenants go out?—That has been the rule on our estate.

65,573. They will reduce to them, but not to the old tenant?—Certainly not. I believe I was about the only one that had a slight reduction. I was the last of the old ones. I will say this for Mr. Christopher Leyland though that when I met him he was always very straightforward with me, but of course now when I ask the agent for anything, he cannot give me a yes or no.

65,574. You say that two tenants have failed there successively?—Yes. Mr. Francis failed there first, and he committed suicide afterwards. Then Mr. Willett took it, and I think he went to farm for Mr. Leyland after, but I think he lost very nearly all his money before he went.

Mr. Richard Jones.

65,575. According to your showing your uncle lost 578*l.* on his place in 15 years. That is 40*l.* a year? Would you regard his case as a typical one. Would you go so far as to say that every farmer loses money on his farm to the same extent that he did?—Oh, no. Of course it is this way, when he took the farm, stock was dearer. That makes some difference, and when it was valued for probate last year stock was very low. That makes a great deal of difference? I am going by the valuation made for probate and what he had when he started there. I can tell you how much he has lost these last 10 years. I have an account in his bank book and what he drew out of the bank was what he was losing, of course.

65,576. But it does apply to a great extent to Mr. Leyland's estate that farmers do lose money?—All the old ones have lost a good deal of money.

65,577. You have made a reference to Mr. Morris, of Chirbury. I believe that Mr. Morris is regarded as a fair and a very impartial man, and is frequently employed by landlords as well as tenants for the purpose of valuation?—Oh, yes, Mr. Morris is a very fair man I expect, and I know that he does know the value of land.

65,578. And no one with a sense of justice would raise any objection to him?—Well, I thought it was a very fair offer that I made.

65,579. And it was not accepted?—It was not accepted. He would not do anything of the sort he said.

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[Continued.]

Mr. Richard Jones—continued.

65,580. You stated that your aunt, if she had to sell at the time, would have made a tremendous sacrifice owing to the low price of stock?—Certainly. That is why I pointed it out to Mr. Webster.

65,581. Do you think that this is a reason why farmers cling to their farms because they are reluctant to sell up when stock is low owing to the sacrifice they would have to make of necessity?—Of course that is a consideration, but when they get to her age—she has not been out of the house for years, and she could not be moved—

65,582. I did not refer to her case more particularly, but generally speaking is that the case?—They do not like to sell up of course when stock is very low.

65,583. And then when prices rise again they keep on hoping to recoup themselves for bad times?—Very likely they do. A great many live on in hope, and get disappointed all the same.

65,584. I believe you said the game on Mr. Christopher Leyland's estate was let to Mrs. Naylor?—Yes, I believe it is let or given, I cannot tell which, Mrs. Naylor has it.

65,585. Who shoots on behalf of Mrs. Naylor over this estate?—The keeper and friends.

65,586. The keepers?—And friends; Mrs. Naylor's friends.

65,587. Do they show much consideration for the tenants; that is, do they trespass at all?—I cannot say anything about that.

65,588. You have heard no complaints?—No.

65,589. Are there any sporting tenants living in the neighbourhood; I mean cases where the game is sub-let?—Yes, there are.

65,590. How are the sporting tenants regarded by tenant farmers as a rule?—Of course tenants would rather take the game themselves, if they could have it, instead of its being let to other people.

65,591. Do you know if they have ever applied for the game?—I know tenants that would like to have it. I cannot say whether they have applied. Perhaps you may hear it in evidence later on.

65,592. Do you think they are entitled to the game?—Well, I know we are not entitled. We cannot have it, it does not belong to us, I suppose.

65,593. But on whose produce do the game feed?—Why, on the tenants'.

65,594. Do you state that as a reason why the tenants should have some sort of claim on the game?—I do not say that they have any claim on the winged game.

65,595. But if they feed on the tenants' crops?—Of course it would be very nice for the tenant to have them if he is a sporting man, and likes to have them.

65,596. It is not exactly a matter of niceness, but a matter of justice?—I think when they are preserved as thick as they are at the Ivy House the tenants should have some compensation for the damage done. I know there is a great deal of damage done there this year.

Mr. Richard Jones—continued.

65,597. Do you know any cases where compensation has been claimed for damage done by game?—Well, this New House my father held is close to the Ivy House. Some years ago we did get compensation for game, and we had a field of wheat the next year adjoining the same wood, and we applied for compensation the next year. I happened to go through the dingle this year. Mr. Christopher Leyland and Mr. Richard Williams, the keeper, were going down there. I heard Richard Williams distinctly say to Mr. Leyland: "This is no damage done by hares; it is a miscrop of wheat." I could not get near enough to Mr. Christopher Leyland to overtake him. He just turned round from me, and I did not like to follow him. I heard Richard Williams distinctly say that.

65,598. Do you think there are any cases where landlords have let their farms cheaper on account of the damage done by game preservation?—I do not think so. I do not know I am sure. I do not know any cases.

65,599. Going as you do among farmers, do you often hear complaints of over preservation of game?—Oh yes, very often.

65,600. Very frequently?—Yes.

65,601. How are game keepers regarded by farmers?—Well, I am not troubled with a game-keeper on the place I live at now, but if they treat the farmers the same as Mr. Richard Williams has been treating me now, just like this, they would be treated as enemies I should say. I may say in addition to the evidence I gave before, he spoke to the boy who went for this hare and called me a damned rascal and said that I was shooting at the partridges. I thought that might go down to the hall, and that made me follow him rather more than I should have done for this hare. He also said that he saw some birds going into the turnips, but I never saw any myself. Of course he might have gone down to the hall and might have said something against me some times.

65,602. Do you think Mr. Richard Williams is worse than any other gamekeeper?—I have just told you my experience of him.

65,603. But as far as your experience of gamekeepers is concerned, it is not a very pleasant one?—That is the only unpleasantness that I have had with the keeper. Of course, where I am now with Mr. Forbes, another tenant that holds the hall, and has the shooting, we get on very well. I must say that Mr. Forbes allows me to shoot, and have a few birds myself after he has gone over the game once or twice over my own farm. He allows me to have a day or two's shooting.

65,604. What part of the farms does Mr. Naylor Leyland plant? Has he any particular affection for any spot—the corners of the fields for instance?—No, he has no affection anywhere I think to plant any of it.

65,605. Perhaps he plants for the sake of shelter?—He will have a good deal of shelter then I should think if he planted just the whole estate.

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[Continued.]

Mr. Richard Jones—continued.

65,606. What trees does he plant?—Oh, all sorts of trees—some useless trees, and larch; of course, those are good trees.

65,607. Do you think it is for ornamental purposes that he plants?—Oh, dear, no.

65,608. You say this farm of Nanteribba was let to Mr. Rogers at a reduction of 6s. 6d. an acre or 100l.?—No, that is a mistake.

65,609. And that it was let to another tenant at 100l. a year reduction. Would that be 100l. a year reduction of the rent that Mr. Rogers was paying, or of the rent that the previous tenant was paying?—When Mr. Rogers took it he asked for 70l. reduction, and I think he reduced it more than double that amount to Mr. Rogers. Then Mr. Rogers, as I have said in my evidence, had to leave it, and it was reduced then 100l. the first year to the present tenant, Mr. Roberts, and 70l. per year afterwards.

65,610. Does Mr. Naylor Leyland reside on his property?—No, he does not.

65,611. Has he ever been down here to see his tenants?—I do not think he sees them very often. If he does come down, it is only for a day and back again. I believe that is about the extent of his visits.

65,612. He does not interfere in the management of his estate?—None whatever I should say.

65,613. He leaves it all to his agent?—He leaves it all to Mr. Webster.

Mr. Grove.

65,614. Are there many farms held under leases to your knowledge?—No, none.

65,615. Are the provisions of the Agricultural Holdings Act known pretty well amongst the farmers?—Well, I do not suppose they have studied it very much.

65,616. Do you know anything of it yourself?—No, I have not studied it; I have not seen it.

65,617. Well, it was an Act passed for the benefit of the farmers. Now as to the Ground Game Act; is that availed of by the farmers?—Not so much on the Leighton estate whatever. They do kill a few hares—I believe they do.

65,618. And do they hesitate to use the provisions of the Act as far as they could use them for fear of offending anybody?—Yes, I think they do hesitate.

65,619. Is there enough labour on the land, generally speaking, throughout the district?—I do not think there is enough labour employed on it.

65,620. Would there be sufficient cottages to house the labourers?—Oh yes, I think we are pretty well off for cottages.

65,621. Is there much depression at the present moment in agriculture, do you think?—I should say so with present prices.

65,622. You have given one or two cases; is it the experience of yourself and your co-tenant farmers that very often the sitting tenant is refused a reduction of rent or some advantage which is very readily given to the new tenant when he comes in?—Yes, most certainly.

65,623. That is so?—That is so.

Professor Rhys.

65,624. You complained of the hares and rabbits on one of your farms?—Yes.

65,625. Why did not you kill them?—Well, one day when Mr. Webster was going down the road, I pointed out a lot to him; you could see about a hundred on a six or seven acre field. He said, "You had better acquaint the keeper." I did acquaint the keeper, and asked him if he would kill them down and send Mrs. Lloyd a few occasionally.

65,626. But why did not you kill them yourself?—Well, that was last summer. Of course I had had no answer from Mr. Webster whether he would turn the old woman out or not, and I was afraid to touch them. I had not taken the place then. That was last summer.

65,627. You were afraid to kill them?—Certainly, because I had not taken the place then.

65,628. Do you know you had a right to kill them?—Well I do not suppose I had a right just then, because I had not taken the place.

65,629. Who was the tenant?—The tenant was dead.

65,630. There was no tenant?—The tenant was dead and I was his executor.

65,631. Whoever was tenant had a right to kill the ground game surely?—Well, his widow would be looked upon as tenant then.

65,632. Have you any agreement, or had you an agreement on the farm where you were complaining about the game?—My uncle had an agreement of course.

65,633. The agent seems to take rather a high hand with you according to your account?—Well, I thought so.

65,634. Does he do so with other tenants?—I could not say, I am sure.

65,635. Do you understand that it is a policy of his to have all the estate planted; does he want to get rid of the tenants?—This Mr. Webster has only been agent about two years, the Mr. Webster I am complaining about. Formerly we had Mr. Swetenham, a gentleman very well liked with the tenants, and they all felt pretty contented and sure in their holdings under him.

65,636. I do not understand your answer to my question. Is it supposed on the estate that he wants to plant all the farms?—No. Of course Mr. Webster has only been the agent two years. This great planting has been going on this last 10 or 15 years. There is not much planting going on now.

65,637. What trees do they plant?—They plant larch, and different sorts of trees, some useless trees of course.

65,638. Is that likely to pay better than farming?—I do not know I am sure. Of course they are planted thick; they will be thinned out perhaps. I do not know what the object is of planting those useless trees.

65,639. Have you given any particular offence to the agent?—No, I do not think I have given him any offence; I do not consider he cares much about me, though, all the same.

65,640. But you do not know whether he treated the other tenants the same?—No. I do not know that he has treated them the same.

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[Continued.]

Professor Rhys—continued.

Of course, they may not have had to go to him with the same sort of business.

65,641. You do not know much about them?—I know all about the tenants of course, but I do not know all their business.

65,642. You do not seem to know much about them as far as I can make out. If you did know much about the other tenants you would hear from them how they were treated, would you not?—We were treated pretty well with Mr. Swetenham.

65,643. I am speaking of this other agent, Mr. Webster, I think you called him?—I do not talk to them much. I live at one end of the estate.

65,644. I did not understand that. I am reminded that when the widow was tenant she could have deputed you or anybody else to kill the ground game; were you aware of that?—Well, of course we were afraid to touch them. I thought if we did kill a rabbit or anything she would have been turned out for certain then, because it was as much as we could do to get the place for her in any shape, because Mr. Webster said he would rather her not stay there.

65,645. We have been told now and then that people find it difficult to believe that any tenant is afraid of killing the ground game?—There is no wonder of their being afraid to kill them, when they send summonses to workmen there for running a few rabbits in the field, when they catch them with the reaping machine.

Sir John Llewelyn.

65,646. Have you more than one farm? You live at the Cwm Farm?—I have land in different parishes besides the Cwm Farm.

65,647. How many?—At present I have land in four different parishes.

65,648. Are they under different landlords?—Yes.

65,649. Are those four in addition to the Ivy House Farm for which you are responsible?—Yes.

65,650. Have any of your landlords taken any of your land for planting purposes?—No, not any of mine. Some of the land that I hold is piecemeal land.

65,651. Then you were speaking of some other lands than your own when you said the landlord had taken it for other purposes?—Yes, on other farms on the estate.

65,652. Do you think that a landowner should be prevented from taking up land for planting?—Of course he has a perfect right to do as he likes with his land, but it is not a good thing for the country; it throws a lot of men out of employment. There are some very nice farms being planted where many men might be getting a living and being employed, instead of being planted down with trees.

65,653. I hear that Montgomeryshire is rather celebrated for its timber, is that so?—I could not say.

Sir John Llewelyn—continued.

65,654. It is one of the best wooded counties in Wales?—It will be in time, if they keep on planting it.

65,655. I saw some very fine larch poles just outside the station at Welshpool yesterday. Had they been cut on Mr. Leyland's estate?—I could not say; I did not see the trees.

65,656. Perhaps, knowing the country, you are aware that there is some timber-cutting going on in the neighbourhood?—No, I do not know at the present time.

65,657. They appeared to have been hauled there from somewhere in the neighbourhood—very fine larch poles?—No doubt there is some very good timber, but I do not know anything about those larch poles at the station.

65,658. Do you think it does not pay to plant larch?—Yes; I believe planting larch is a very paying thing.

65,659. We may take it that your opinion is that the larch planting on this particular estate has been excessive?—Yes, excessive.

65,660. That is a matter of opinion, and there is a difference of opinion between you and the landlord?—It is everybody's opinion that it has been excessive; he has planted half the estate nearly, I should say.

65,661. Everybody except the landlord?—Except the landlord.

65,662. As to this question of the summons you put in, did that come before the Court or not?—It did not come before the Court. My uncle went to Mr. Harrison, the son-in-law, and applied to get it off; I suppose he asked to get it off.

65,663. The proceedings were threatened but not proceeded with?—They were not proceeded with. I think it was just to frighten the tenants not to touch a rabbit. That is how I took it.

Mr. Griffiths.

65,664. You are acquainted with most of the farmers of the district; do you think if the game was given to the farmers, and keepers done away with, they would find any shooting for their landlords?—Oh, yes; there is no keeper on the farm where I live, nor the next farm to it, and I think Mr. Forbes was out the other day and he had as nice shooting and better than where keepers are. I preserve the game as well as I can myself.

65,665. You like the landlord to come down occasionally?—The landlord has nothing to do with the shooting where I am; it is at one end of the estate. Mr. Forbes has the shooting, and I am very pleased to preserve that for him.

65,666. With regard to the farmers generally, do you think they would be likely to find shooting for their landlords as an inducement for them to keep at home instead of living elsewhere?—It must annoy the farmers when they get damage done and have no compensation.

65,667. Certainly; but if the game was in their own hands they would have no occasion to do it, they could kill them. Supposing the Game Laws were abolished altogether, do you

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Mr. T. JONES.

[Continued.]

Mr. Griffiths—continued.

not think the game would soon disappear?—Oh, dear, no; nothing of the sort.

65,668. Then you think that the tenants, as a rule, would be inclined to keep some shooting for their landlord?—Yes; if they were treated the same as Mr. Forbes treats me I think they would preserve the game the same as I do.

65,669. And you think that is the general feeling?—Well, yes, I believe so.

65,670. Is there much damage done to the farmers' crops by the trees?—Oh, certainly; yes.

65,671. Where they are thick do you think it is injurious to the surrounding land?—Yes. For instance, if there is a pasture covered with trees the animals go and lie under these trees. They are there in the heat of the sun, and I think the pasture must get poorer considerably where there are a lot of trees.

65,672. You have never calculated, I suppose, when they are surrounding corner fields what is the difference in the crops where the trees are?—I have never calculated, but it is plain to be seen when there are a lot of big oak trees or anything of that sort about that the corn does not ripen round the trees.

65,673. You would not object to having an ornamental tree here and there?—No, not if the landlord wished it, of course, if it pleased him.

Mr. Richard Jones.

65,674. Has Mr. Leyland any farms on his hands at present?—I believe not.

65,675. As soon as he has a farm on hand he plants it, is that so?—They used to plant a lot, but I think they have stopped the planting now, or nearly so; there is not so much going on.

65,676. Is there much felling of trees on the estate?—They fell a few every year, of course.

65,677. Do you think there is much damage done by the felling of trees?—I should say not so much; the men are as careful as they can be, no doubt.

65,678. Has Mr. Leyland a home farm?—Yes, he has.

65,679. What is his system of farming; does he change it?—Well, he changes it sometimes, Mr. Webster does. He has been selling milk at one time. I do not think he does so much of it now.

65,680. What did he try to begin with?—Mr. Webster?

65,681. Yes?—Before Mr. Webster came there there was a very good Hereford stock of cattle there, and a good stock of sheep. When Mr. Webster came, I think there was a sale there, and he took to shorthorns and selling milk.

65,682. What is his present method of farming the home farm?—I do not know much about it whatever.

65,683. But it is the fact that he has changed his system there frequently?—Oh yes. Of course he is learning now a little bit.

65,684. What is the character of the buildings on Mr. Leyland's estate?—Well, they are very good.

Mr. Richard Jones—continued.

65,685. Do you know whether he charges any interest on the erection of buildings?—No, I do not think he does, but the tenants are supposed to do the haulage; at least, he did not charge for any that was done on my farm.

Lord Kenyon.

65,686. Who killed the vermin; would the farmers kill the vermin?—On my own farm I kill them.

65,687. The stoats, weasels, and so on?—Yes.

65,688. Do you think all the farmers do?—Perhaps they are not so fond of sport as I am myself, not all of them.

Chairman.

65,689. I have some questions handed in by Mr. Owen Wynne. "You had no fault to find with Mr. Swetenham"?—None at all.

65,690. "You considered him an expert agent"?—Yes, he was experienced, I should say.

65,691. "And he is well known in the district, is he not"?—Yes, and a very popular man.

65,692. Then I have some questions by Mr. Martin Woosnam. "Had Mr. Leyland the active management of the estate during his father's lifetime"?—Yes.

65,693. "Do you know what estate the present owner holds"?—No, I do not know the extent.

65,694. "Is he tenant for life, or what"?—I believe for life.

65,695. "Are his children entitled in remainder"? Can you answer that?—No, I could not answer that. I believe the estate goes to his brother's children.

65,696. "Who was the tenant before Mr. Rogers at Nanteribba"?—My father-in-law, Mr. John Jones.

65,697. "Why does he not give evidence"?—I could not say, I am sure.

65,698. "Why has the planting been stopped"?—I could not answer that question.

65,699. "Do you know whether any sheep walks have been planted"?—Up at Kerry I believe all the sheep walks have been planted, but that is not the estate I have been speaking of; that is another estate.

65,700. Now, have you got another statement that you wish to make?—Yes.

65,701. You wish to give the evidence of Mr. Thomas Edwards, Pear Tree Cottage, Forden, near Welshpool. Is that so?—Well, he asked me not to give it, but I think it should come before you.

65,702. If he has asked you not to give it, how can we take it?—He is afraid to give it, that is about it. I saw him this morning, and he said, "You know what a man so and so, my landlord, is; you know that he would wait on me;" and he really is afraid to give it.

65,703. I really must tell you that these are very serious charges you are making, and I must ask you this question: Has Mr. Thomas Edwards of Pear Tree Cottage, empowered you to give this evidence?—No, he has not.

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Mr. T. JONES.

[Continued.]

Chairman—continued

65,704. Then we cannot possibly receive it?—Well, I would rather not give his evidence.

Mr. Brynmor Jones.

65,705. You saw the gentleman this morning?—I did see him.

65,706. And you have got particulars of this case?—Well, he handed his evidence in himself, but he is afraid of his landlord.

65,707. I see you have a document there. Did you take down what he said to you?—I had this handed to me from someone, I do not know who. Of course I know all about the case. He has told me the case over and over again, but I heard it outside of Mr. Thomas Edwards's telling me. It was talked about.

65,708. Are we to understand that he definitely told you that he was afraid to come before the Commission?—He did tell me that this morning I asked him if he was going to give evidence. He said no, his wife and he had been talking it over, and he was really afraid to come.

65,709. What did he give you this paper for?—He did not give me this paper. I had it handed to me just now. All that is on this paper is quite the truth—it is all facts.

Lord Kenyon.

65,710. This was handed to you by some third party?—This was handed to me here. I do not know who put it here.

65,711. You do not know who gave it you?—No, I do not, unless it was Mr. Woosman.

Mr. Brynmor Jones.

65,712. Do you know of your own knowledge any facts connected with this holding?—Oh, yes, I know it is quite the truth, because I know it from the vicar. I heard about it before. This Mr. Thomas Edwards never said anything about it. Of course he is afraid to, and I asked him if it was the truth.

65,713. Who is the landlord. You have given the name and address of Mr. Edwards, so it would be easy to find out who the landlord is. Who is he?—The Reverend John E. Vize, vicar of Forden, the parish in which I live.

65,714. Is he the owner of the glebe?—Yes.

65,715. Is this the glebe farm?—Yes, it is one of them.

65,716. The farm; not the cottage?—Well, it is a few acres of land, and they keep a cow or two there; that is all.

65,717. But why should the man be afraid to come forward?—He told me this morning his wife and him had talked it over, and he was afraid to come and give evidence.

65,718. Has the vicar ever done anything to make him afraid?—Oh, yes.

65,719. What?—Well, he gave him notice.

74,708. 65,720. When?—I think it is about two years ago now.

74,703. 65,721. Do you know why?—Well, because
741, he did not go to church.

Mr. Brynmor Jones—continued.

65,722. Did he tell him so?—Yes, he told his wife so, and he told him so. He said, "I won't have a tenant that don't come to church."

65,723. Is he a Nonconformist, or what?—No, he is a Churchman; only he did not go often enough.

65,724. He is a Churchman who did not go to church?—Yes.

Mr. Brynmor Jones.

65,725. And he actually gave notice to quit?—He gave him notice. Mr. Vize gave the tenant notice.

Lord Kenyon.

65,726. He did not act upon that notice?—He went to ask him what was the reason that he sent the notice, and he said, "I will not have a tenant, Edwards, that don't come to church."

Chairman.

Is the Reverend John Vize in the room, or any representative of his?—(No answer.)

Mr. Brynmor Jones.

65,727. Whatever evil results may happen to this gentleman will unfortunately happen now that his name has come out?—Well, I hope he will be protected.

Mr. Griffiths.

65,728. May I ask, does the tenant now regularly go to church?—Well, he said, "I suppose I must come to church to please you, then;" he said that to the parson.

Mr. Brynmor Jones.

65,729. Cannot you get this gentleman to come forward?—Well, he may come now; you may get him at Newtown. Of course he will see his name mentioned.

65,730. I mean the tenant?—The tenant I mean.

Mr. Richard Jones.

65,731. Was Mr. Edwards the tenant of this farm before Mr. Vize became vicar?—Well, I really cannot remember now. Mr. Vize has been there a good time. I cannot remember. He has been tenant there a good many years.

Chairman.

65,732. There is a question handed in by Mr. Owen Wynne. "What religion and politics does Mr. Webster profess?"—He is a lay preacher, I think—a Methodist, I think. He is a preacher, however, in some of these chapels here in Welshpool.

65,733. What are his politics, do you know?—I cannot tell his politics. That is his religion. He is a Nonconformist.

The witness withdrew.

Re-examined
74,731.

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Mr. D. ROGERS.

[Continued.]

Mr. DAVID ROGERS called and examined.

Chairman.

65,734. Where do you live?—The Grove, Forden.

65,735. You are a tenant farmer?—Yes.

65,736. Who is your landlord?—Well, I have no written evidence. I came to answer questions.

65,737. Then I will ask you some questions off this paper. What profession are you now at this moment?—A farmer.

65,738. How many acres do you farm?—Close on 300; perhaps 290 or 300 acres.

65,739. About 300 acres; what is the rent?—The rent is 420*l*.

65,740. Who is your landlord?—Lord Sudeley.

65,741. Did your father, for about 10 years, occupy Nanteribba Farm, Forden?—My eldest brother, not my father.

Sir John Llewelyn.

65,742. Was that the same Nanteribba that we have heard of this morning?—Yes.

Chairman.

65,743. Who did your brother succeed?—John Jones, Nanteribba.

Sir John Llewelyn.

65,744. Would that be the father-in-law of the last witness?—Yes.

Chairman.

65,745. What was the rent your brother paid per acre?—I can hardly say, but the facts are that it was reduced something like nearly 200*l*., that is all I can say. It was 570*l*. I forget exactly the rent, because I did not know I was going to be called in connexion with it.

65,746. But it was reduced about 100*l*. a year, do you say?—Something like 200*l*. a year; but I cannot say exactly.

65,747. Did your father find that farm paid?—It was my brother.

65,748. Did he find that the farm paid or not?—Not paid.

65,749. Did he go to the landlord for a reduction?—Yes.

65,750. And was any answer given at the time to your brother's request?—The answer I cannot give, but he had a letter, and I think the letter was explained in the evidence given by Mr. Thomas Jones.

65,751. Did your brother receive a letter to the effect that if the farm was not paying he had better relieve himself of the responsibility of it?—Yes.

65,752. Was your brother then compelled to give up the farm as it was too dear?—Not compelled. He had to give notice.

65,753. He had to give notice because it was too dear. When your brother left this farm, was it let to a new tenant?—Yes.

Chairman—continued.

65,754. Was any reduction made on the rental?—100*l*. a year for three years, and 70*l*. to follow afterwards.

65,755. Are you well acquainted with this district?—I have lived in the district 26 years.

65,756. You are well acquainted with the district?—Yes.

65,757. What do you consider the condition of the tenants in your district at present to be; are they making money or are they losing it?—Some are losing it, and there are none making money that I can see. I do not think there are any farmers making money; they cannot make money.

65,758. There has been a steady reduction in profits for the last, how many years—10 years?—Yes, more.

65,759. Have the rents fallen to any extent?—Well, there are some landlords who have met their tenants and kept them in their places by meeting them with per-centage.

65,760. With permanent reductions?—Not permanent reductions that I am aware of.

65,761. Just speak from your own general knowledge. May I take it from you that rents in this neighbourhood, in your opinion, are too high?—Too high.

65,762. In your opinion can the farmers live at the present rents?—Certainly not.

65,763. Then you think there must be a fall in the rents in this neighbourhood?—Yes, or release the land of some other burdens.

65,764. Have you ever thought anything about a land court?—Yes.

65,765. Is it often discussed in this neighbourhood?—No; sometimes it is, but not much.

65,766. Is there any general desire amongst tenant farmers for some sort of court of arbitration?—There is a general feeling that there is some change wanted, but what, we cannot say.

65,767. There is a general sort of uneasy feeling?—Uneasy feeling.

65,768. That the present state of things cannot continue?—Yes.

65,769. And there is no very definite opinion yet as to what recommendations should be made?—No.

Sir John Llewelyn.

65,770. I think from your own statement there is a considerable permanent reduction in this very farm; is that so?—Yes.

65,771. And I think your contention is that it went to the wrong man; it ought to have gone to the old tenant and not to the new one. Is that it?—Exactly. They ought to have given the old tenant a chance.

65,772. Who is the present tenant of that farm?—Mr. Roberts.

65,773. What rent does he pay now?—I can hardly say. I could not give the figures, because I do not know.

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Mr. D. ROGERS.

[Continued.]

Sir John Llewelyn—continued.

65,774. But you have given certain figures. You have given this figure, that there was a reduction of 100*l.* for the first year, and 70*l.* a year afterwards?—Yes.

65,775. Therefore, it was let 70*l.* a year cheaper than it was before; is that so?—That is right.

65,776. What are the other burdens on the land to which you refer? Have the rates gone up or down?—Simply that the land wants to be made free; freer than what it is.

65,777. Freer from what?—Well, say rates, and many things; lighten the land of its burdens. I can hardly say. We are not in a position to produce stuff at the same price that others can many hundred miles away.

65,778. Will you repeat that?—We cannot produce and pay the rent we are doing now and meet the foreigner on his own ground.

65,779. Have the rents gone up or down?—Some have gone up, but not recently. They have gone down, I think, recently. I cannot mention cases.

Professor Rhys.

65,780. How is labour on your farm done; chiefly by servant men, or labourers, or both?—Both.

65,781. How many servant men do you keep?—I have laid down all my ground from tillage into grass, so I do not require so many labourers. I have laid it down at my own expense, and I have it now in grass. It did not pay. If I had kept the farm in the same condition as it was when I found it I should not be living in Forden now.

65,782. You have laid it down to grass?—Yes.

65,783. Did you have any help from the landlord towards that?—I never asked him that.

65,784. You never asked him?—Well, I have put it before the agent recently, and he was perfectly satisfied with what I had done, and I have no doubt I should have had it.

65,785. Have you asked for it?—Well, I did put it before him, but it did not take place, but still he was quite willing to grant me all I asked.

65,786. Now, I go back to my previous question, how many servant men have you?—They vary. In the hay harvest I have as many as eight or ten. In the winter I keep three or four, just as I want them.

65,787. Where do you lodge them?—In the house, bar one.

65,788. So you have control over them at night?—Oh, yes.

65,789. Is that the usual thing in your neighbourhood?—Well, not all round.

65,790. Do you think that is preferable?—Yes, with the young men.

65,791. You think it is better that the farmers should have control over them?—Well, yes, young men; married men are living in their cottages.

65,792. Yes, I am not speaking of them, but what I call servant men, the single men. You think it is better that the farmers should have

Professor Rhys—continued.

control over them?—Well, I do not know. I think they would prefer the farmer's table to live at rather than their own.

65,793. But what I am asking about is the accommodation at night. They live in your house, and your door is shut at a certain hour and they have to be in before that?—Yes.

65,794. In some neighbourhoods it is otherwise; the servant men have rooms in the out-houses, and nobody has any control over them?—Oh, no, the house is closed by a certain time and they have to be in.

65,795. Do you think that is the best arrangement?—I think so.

65,796. Would you tell me if there is any great difference in the farmer's mode of living from what you remember when you were a boy; do they fare better or worse?—Yes.

65,797. They fare better?—Yes, there are more butchers in the country now than there used to be.

65,798. This is a question I have been asking in various neighbourhoods just for the sake of comparison. Would you tell me what is the usual fare? For instance, what is the breakfast?—In our house we have breakfast in the morning; the men have broth; then in the summer, during the hay harvest and corn harvest, we give them meat at all meals; every meal in the day afterwards.

65,799. Breakfast as well?—No, no meat at breakfast, but at all meals afterwards. Then, bait for dinner; bait in the evening and supper.

65,800. What time is your bait?—In the morning; bait is 9 o'clock, or from that to 10.

65,801. Is that the same as breakfast?—Breakfast is 6 o'clock.

65,802. This is a new meal to me?—You mean a very early one.

65,803. Yes. You seem to do better than what we have heard of usually. Then at dinner time, what do you give them?—Mutton or beef, whatever it is.

65,804. And in the afternoon is there any meal?—Cold meat, and cheese, and butter, and just what they like—we give them what they like.

65,805. What o'clock is that in the afternoon?—between 4 and 5; 5 generally.

65,806. Then there is supper?—Supper afterwards.

65,807. How much butcher's meat—how much fresh meat—is there in these meals?—It is all fresh, unless we have a little beef that happens to come to more than we can consume, and we put it in pickle for a day or two.

65,808. Do you consider that you fare well?—Oh, yes, we fare very well. We did not use to.

Professor Rhys.

At any rate as compared with some of the districts which we have visited, you fare very well. It is a fine country, and you work hard, and I have no doubt you thoroughly deserve it.

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Mr. D. ROGERS.

[Continued.]

Mr. Grove.

65,809. Although you fare so well, I suppose you consider that there is great depression in agriculture at the present time?—Yes.

65,810. And you think that the land has to bear too many burdens?—I do.

65,811. Are you quite clear in your own mind that the rates are less than they were some years ago; the poor rate and others?—Well, they are in our union. It rises and falls; they are higher now than they were three or four years ago, or something like that.

65,812. Is that because the rateable value has increased in the union, or is it because the expenditure is less?—The rateable value has gone down; and therefore it requires 1*d.* or so addition; at least I put it at that. The expenditure has not been so heavy, I think.

Mr. Richard Jones.

65,813. When did you become occupier of your farm?—I think it would be 1868. I have no dates to go by; it is a long time ago.

65,814. Comparing the present time with the year 1868, how do you stand financially?—Well, I do not depend upon farming solely.

65,815. We will say on the year's working, do you find farming as profitable now as you did in 1868?—Oh, no, certainly not.

65,816. When did the period of depression begin?—I have not the date. I think our landlord met us about 14 years ago, but I can hardly tell. I should not like to say.

65,817. Would it be about the year 1879?—Yes, no doubt.

65,818. Did you get much loss of sheep through the sheep fluke?—Yes, that would be the very year. We lost the whole of the sheep.

65,819. That would be the year of the depression?—Yes.

65,820. And there has been depression more or less ever since?—Yes.

65,821. Sometimes more acute than at other times?—Yes.

65,822. Has Lord Sudeley made abatements every year since the year 1879?—Yes. Well, I cannot remember the date, but still he has been before any other landlord in the county. He started many years I think before any other in the county; but perhaps there is a reason for that, having a poor property he had to meet the tenants to keep them together, which he has done, which is the greatest credit to the agent and the landlord that can be. Therefore he has got his tenants by him, and they are working hand-in-hand together. If all landlords and agents had worked the same as they do, I think the country would have been in a better position by far.

65,823. Were you cultivating and tilling the farm for several years after you went there?—Yes.

65,824. When did you change your system?—Since the wheat came down. It was 33*s.* a bag when we went there.

Mr. Richard Jones—continued.

65,825. Can you fix the date?—It would be 1869 to 1870, or something like that. I have the dates at home.

65,826. Then you laid down your land to grass at once, after you came in?—Oh, it took us several years to clean the ground. I am speaking of wheat which we sold, delivered at Fronfraith Mill at 33*s.* a bag. We started to clean the land. The land was in a very bad state when we took it, and we simply fallowed some fields two years running. There is one field we fallowed two years running to get it clean. Of course, it takes many years to clean the land by turniping and mucking it and getting it into a fit state to lay down. It takes many years to lay down land properly and clean it.

65,827. Then we may take it you have been gradually laying down your farm almost ever since you have been there?—Yes, for many years.

65,828. Your experience as a grazier is that farming does not pay?—Farming does not pay, particularly on cold, heavy land. If a man has the two, good tilled and good grass land, and is getting his money's worth, it may pay, but it is very difficult to meet the markets, such as the market I was in on Wednesday. Butter was sold at 8*d.* and 8½*d.* Well farmers cannot produce that at the price.

65,829. What is the amount of your labour bill in the year?—I cannot give it you.

65,830. How many men do you employ?—I have answered the question. Sometimes in the summer we have eight or ten—something like that, during the hay harvest (not so many in the corn). I have now four, and then we work together. There are two neighbours, two brothers together. I lend my men to him and he lends his men to me. I have very little corn harvest, and I am pretty well independent of the labourer.

65,831. How many do you keep in the winter?—In the winter I keep three in the house, and I have one outsider to help me besides.

65,832. Do you find the men are treated better now than when you started farming?—Oh, yes; I have seen the time when a bit of bacon and potatoes had to be enough many years ago.

65,833. Do you have to treat them better, in order to get them?—They live far better than I do always, because they have meat always in the summer time, and I could not stand it—fresh meat at every meal. Meat is cheaper now; it is not what it used to be.

65,834. I believe you said the second breakfast is called bait?—Well, lunch will be a better name.

65,835. But bait is the usual name, is it not?—Yes.

65,836. Do you think that the agents and landlords exercise sufficient care in selecting tenants?—No, I do not think so. In some instances not.

65,837. Do you think that if the preferential claim for rent were abolished, they would be more careful?—Well, I think they would. I am sure they would.

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Mr. D. ROGERS.

[Continued.]

Mr. Richard Jones—continued.

65,838. Is there much demand for farms now, when one becomes vacant?—All good farms there are plenty of tenants for, but if a farm is in a very dilapidated state, people are very careful. They require a very industrious man to get it back again, and a man with a lot of capital, and there are not many of them about just now.

65,839. Do you think there is want of capital among tenant-farmers at the present time?—Yes, I do think so.

Mr. Griffiths.

65,840. If I rightly understand you, you say your landlord has been very lenient, and has given you abatements to meet these bad times?—Yes.

65,841. With all that you find that it is not sufficient to meet the present depression?—I have no doubt it is not sufficient, I am sure it is not sufficient to meet these bad times.

65,842. Are you able to get your rates reduced on the abatements given to you?—Yes, I have had that done.

65,843. Then yours is a permanent reduction, I suppose?—Well, I have had a reduction.

65,844. You have had a permanent reduction?—Yes.

65,845. Which is much better than an abatement?—Yes.

65,846. You say that at the Oswestry market butter was sold at 8d. and 8½d. Was that sold in casks, or how?—In tubs.

65,847. What we call salt butter, I suppose?—Salt butter.

65,848. But could not you get a better market than that for your butter?—No. We find the fresh butter is sold often at the same price—it overstocks the market—and perhaps for less. I have known it sold in this market for 6d. and 6½d. and from that to 8d., and then people have to begin to tub it. Tub butter used to make from 1s. to 13d. and it was better to tub it then and keep it.

65,849. Does any foreign butter come into this district?—Yes, plenty is sold in this district, no doubt, but it is not made a public market of. No doubt it is sold here.

65,850. It is sold in the shops, you mean?—I believe so. I should not like to be certain about it, but I know there is plenty in Oswestry.

65,851. Have you had any instruction in butter-making in this neighbourhood?—Yes, plenty I believe, but I cannot speak to that. We do not make any butter on my farm. I feed on it.

65,852. But are you in a position to speak as to that?—I believe there is plenty of instruction given here in butter-making.

65,853. With regard to food, why are you obliged to give your men better food now than formerly?—Well, there has been a great scarcity of labour, and we have had to be very good to get them.

65,854. You cannot get them at all if you do not treat them well?—Well, it has been so, but it is not so bad now.

Mr. Griffiths—continued.

65,855. How are you off for cottages?—Oh, very well off.

65,856. No vacant cottages?—No.

65,857. Have any of the cottagers cows?—One.

65,858. Only one?—Only one.

65,859. Do you know of many in the neighbourhood who keep cows?—Oh, yes, there are a few in Forden.

65,860. Do you think it would be well if all farm labourers had a cow or two?—Yes. There would be less fear of them going to the Union. They would be independent of the Union, I think.

65,861. And they would be a little more attached to their homes, too, I should think?—Oh, yes.

Mr. Brynmor Jones.

65,862. Is your farm in the parish of Forden?—Yes.

65,863. Do you know a man called Thomas Edwards, of Pear Tree Cottage?—Yes.

65,864. Has he had any dispute with the vicar of the parish?—I cannot speak of what his disputes have been, but I know—well, it is not for me to say. You have had it before you. It is not for me to say.

65,865. Is that the same Thomas Edwards that was mentioned by the last witness?—Yes, the same one.

65,866. Does this vicar actively interfere with the expression of political and religious opinions in the parish?—I cannot answer that question.

65,867. Did he refuse the use of the schoolroom for a Liberal meeting?—Yes. He in the first place granted permission, and after the papers were published and issued and put out, he withdrew it.

65,868. He gave his permission, you say?—He gave permission to hold a Liberal meeting.

65,869. In the schoolroom, and then withdrew it?—Withdrew it.

65,870. On what account?—On the grounds that if the Church was attacked; so we did not choose to take it. We went elsewhere.

65,871. What did he mean by “attacking the Church,” discussing the Disestablishment and Disendowment Bill?—I think so. I do not know of any other.

65,872. You are a County Councillor for this county, are you not?—Yes.

65,873. Do you agree with the last witness that many tenant farmers are afraid to come forward before this Commission?—I do.

65,874. And that is not a mere opinion founded upon what you may term mere generalities, but founded upon conversations that you have had with other tenant farmers?—Yes, that they would not care to come; it is injurious to them to do so, they think.

65,875. In this parish are most of the tenant farmers Welsh-speaking people?—No, English. Many can speak the two languages.

65,876. The economic position of tenant farmers is very bad at the present time, I gather

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[Continued.]

Mr. Brynmor Jones—continued.

from what you have said?—Not at all good—very bad.

65,877. What remedy do you suggest, I mean legislative remedy in the first place?—Well, that is very wide, and I have not thought it over. I should suggest you should reduce the rent in the first place, and as I said before, relieve the land of any burdens that the State could. For instance, rates and tithes is one thing that could be relieved and put to poor rates, and several things like that, and reducing the rent to half. I think we should meet any foreigner then on his own ground.

65,878. Do you think the reduction of the rent, or the fixing of a fair rent, would in the long run settle this land question?—Oh yes, that is all that is wanted, I think, something to give a man with capital encouragement to lay it out on the land, without fear of losing his improvements.

65,879. Then how do you account for the fact that so many freeholders do not seem to be able to make the thing pay?—I think freeholders are very often landed into property when they ought not to, and paying actually more than the rent.

65,880. The real cause of the freeholders failure seems to be the heavy interest they have to pay on borrowed money?—Yes, and they tie themselves so that they are bound for ever, and they are bound to go back.

65,881. Referring to the question of the meeting, where was the meeting in question held afterwards?—In the parish of Forden, at the chapel house.

Lord Kenyon.

65,882. You said there were plenty of applications for good farms?—Good farms well tilled.

65,883. Do not you think the landlords generally try to get the best sort of tenant they can?—Yes, but if a capitalist bid less rent than another man who had not sufficient capital, I think the one with least capital would have the farm.

65,884. Do you think the landlord would take the man who had least capital?—Well, he would not like to do it, but it is done, I think. Men of straw are taken as farmers that they never ought to have.

65,885. Do you think that is because they give false representations to the landlords?—I do not know that, I cannot tell.

65,886. Do not you think the landlord wants to find out and to get a man of substance to take his farm?—Well, those men would hardly give the rent, they want a percentage on their capital, which they ought to have, and their labour.

65,887. You think the landlord simply wants to get his rent?—It has been so in a great many instances, I think.

65,888. But does the landlord get his rent if the man has no capital?—Well, he will simply stop on a few years and then move again when the farm is run out.

65,889. What happens then; he does not get many applications for it if it is run out?—That is just it. My argument is good there.

Lord Kenyon—continued.

65,890. What you want, I take it, is full compensation?—Yes, that is what is necessary.

65,891. Full measure of compensation for everything the farmer lays out?—Yes.

65,892. And I suppose that would secure fixity of tenure?—Yes.

65,893. I want to ask you upon that, what do you look upon as fixity of tenure, the right to stop on the farm as long as you like?—So long as you keep improving the farm. The agreement wants to be drawn for the two parties.

65,894. Do you think the tenant should be free to go whenever he likes?—No, his interest is in the farm, if he is a good tenant.

65,895. Suppose a better farm turns up near a town, would you let him have a chance of getting it?—I cannot draw the agreement, but I think the agreement ought to be drawn by a public body of experienced men; the agreement to be drawn on the basis that it is to be between two fair men.

65,896. Are you farming under an agreement now?—Yes.

65,897. Are there any clauses in that agreement you object to?—I have never read them, only once.

65,898. We heard evidence in the last county we were in, that agreements were practically useless?—Well, to some extent they are, but if a tenant commits himself in any way they become very useful.

65,899. I suppose you admit that a landlord should have some sort of security against bad farming?—Certainly. I say there should be fair dealings between two men.

65,900. If there were an Agricultural Holdings Act passed for the whole of England and Wales, by which means we should do away with agreements altogether, you would agree that there should be some clause put in to protect the landlord from a tenant's bad farming?—Certainly.

65,901. You think that would be just?—Yes. The two want protection. The one has got the land, the other has got the capital.

65,902. When you say these tenant farmers are afraid to come forward, what is it they are afraid of, being turned out of their holdings?—Well, there are many little things they are afraid of. That is one thing for instance, and say they want a little favour at any time they would be denied it perhaps, such as a building, or repairs to a building, or a good many things. You cannot say what they are afraid of.

65,903. As to these little things that you say they want, do they take them to their landlords?—Take what?

65,904. Their complaints. Do not they take them straight to their landlords now?—Yes, some of them may do.

65,905. Do not you think there is a misapprehension about the matter?—There may be in some cases, but you could not move the tenants to come and give evidence.

65,906. Perhaps they have nothing to complain of except bad times. That might be another contention on the other side?—Well, we all

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[Continued.]

Lord Kenyon—continued.

know that there is a great depression here, and that we are not able to meet it.

65,907. There is great depression, but I am afraid it is not in the power of the landlords to raise the prices, and make the depression anything but what it is?—I do not know but what the land could be made to produce half as much again as it does if there were better agreements between the two men.

65,908. You do not think the farming is as good as it might be?—Well, it might be better if the man could farm as he liked. He can farm as he likes, but I mean to have protection for what he has laid out.

65,909. There are two ways of farming, as you know. There is such a thing as farming to make a very large gain one year and then going off?—I do not think there is much of that in our county.

65,910. I do not suppose there is. You are a tenant of Lord Sudeley's?—Yes.

65,911. Have you anything to complain of against Lord Sudeley?—I have everything to say in his favour.

65,912. There is a thorough good feeling between Lord Sudeley and his tenants?—The best feeling exists.

65,913. What is the rent of your farm?—420*l.* 10*s.* I think now.

65,914. And it is 320 acres?—No. It is about 290 or 291, or something like that.

65,915. Is that the full rent, or the rent after abatement?—That is my rent, and I have a little abatement.

65,916. An abatement of what; 15 per cent.?—15 per cent. the last one I think.

65,917. Fifteen?—No, I would not get so much. I can hardly tell you, but I had a little abatement.

65,918. If it was 15 per cent., that would be 60*l.* less?—It was not so much. The agent will give it you if you want it. I believe he is here.

Mr. Grove.

65,919. Do you know many farmers who own their own farms?—Not in our district.

65,920. Do you think, if a farmer owned his own farm, he would be likely to make more of the land than a man who did not?—If he owned it as his own, without any mortgage on it, do you mean?

65,921. Yes. Do you think he would be more likely to make the land more productive than if he did not?—Yes.

Mr. Richard Jones.

65,922. You are a cattle dealer?—Yes.

65,923. Could you pay for your farm unless you were a cattle dealer?—Well, I have never put it to the test. I can some years, and some years I lose money. This year I can pay for it, but I live when others are losing. When the cattle is very low I can make a little profit on them if they rise during the summer, as they have this year. That is the way I have to get my living.

Mr. Richard Jones—continued.

65,924. You say it is very difficult to apply a test to your case?—Yes.

Mr. Brynmor Jones.

65,925. Do you know of any cases in which a sitting tenant has been refused a reduction, has left the farm in consequence, and the rent has been reduced to the new tenant?—Not on our estate. Our estate in our district is small, about 800*l.* or 900*l.* a year rental, so it has only two farms, and we occupy the two, my brother and I—well, there is a cottage or two. I am only speaking for my own district.

65,926. Do you know of any such a case on adjoining estates?—Oh yes, of course, in Forden, but I am speaking of our own estate. There are plenty in Forden, we have spoken of, Nanteribba for instance, and two or three others.

65,927. Spoken of at meetings, do you mean?—No, in the evidence here.

65,928. Are there other cases as well as those that you have mentioned?—In Forden?

65,929. I do not say Forden—anywhere within your observation?—Yes, there are several people in Forden, only I am not here to speak of them. I will answer you anything that I have got to do with.

Lord Kenyon.

65,930. You said that the land might be farmed more profitably than it is. Do the freeholders, who have got every advantage in the way of security of tenure, get more than the tenant farmers out of the land?—Well, I am not able to speak of them. We have not got any in our district.

Mr. Griffiths.

65,931. Have you any benefit societies or clubs in this district for the labourers or farmers?—Yes.

65,932. Do they invest a good part of their money in these societies or clubs?—Well, there are a good many members in our district.

65,933. Can you give the names of these societies?—No, I cannot.

65,934. There are several societies, are there? There is one in the district, but I do not know what name it has.

Lord Kenyon.

65,935. Is there a branch of the Shropshire Provident Society?—No, it would not be that.

Mr. Griffiths.

65,936. Is not there one here by the name of the Sons of Jappeth?—No, I do not think so.

65,937. I see from the report of the Labour Commissioners that there are several in the district. Do you know where these are held?—Collecting the cash, do you mean?

65,938. Where at?—The annual meeting is held at a public-house in Forden.

65,939. Do they attend pretty well then, if they have a public house in which to hold their meetings?—No, I do not think they attend very

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[Continued.]

Mr. Griffiths—continued.

well; they have not attended very well during the last two or three years.

65,940. Have you any reading rooms in this district?—No.

65,941. None that you know of?—None in our district. There are some in Welshpool here.

Chairman.

65,942. I have two or three questions handed in by Mr. Owen Wynne. "A witness at Denbigh said, 'We do not pay more for an animal than its market value, therefore why should we pay more for our land than its market value?' Do you agree to that?" Do you understand that question?—Yes, I understand it.

65,943. Would you agree with that?—The market value of the land is like this. If it is put up by auction a man may take that for one year or two, and take all the value out of it, and leave it. The national question is this, that there are better agreements wanted to improve the land to meet these depressed times, and to meet the national want.

65,944. Then will you answer this question: "Would you be willing to take land at its market value"?—Yes, according to my valuation.

65,945. "At what it would fetch in the open market"?—Grass land, I meant.

65,946. But you would not pledge yourself to any other land?—Certainly not.

The witness withdrew.

Colonel THOMAS WOOD called and examined.

Chairman.

65,956. Where do you live?—In Breconshire. I am a landowner in Breconshire.

65,957. You wish to give some rebutting evidence?—Yes.

65,958. Will you kindly keep entirely to the rebutting evidence and bring in no other general matter, please. What evidence is it you wish to rebut?—It was evidence given at Builth, on the 9th May 1894.

65,959. The evidence of Mr. R. Williams?—That is so.

65,960. He says at the end of Q. 52,201. "At the same time I held land, 70 acres, of General Wood, now Colonel Wood;" was that your father?—He made a mistake; it was in my own time, 1885.

65,961. "Just the other side of the river"; what river is that?—The Wye.

65,962. "And adjoining the town, at 102*l.* a year. I applied for a lease and failed to obtain one"?—That is one of the points I wish to contradict. Mr. Richard Williams never applied to me or to my agent for a lease at all.

65,963. You contradict that?—Yes.

Chairman—continued.

65,947. These are questions by Mr. Vincent. "A large number of reductions were made on Lord Sudeley's estate, were they not"?—I believe so.

65,948. "And many abatements"?—Yes.

65,949. "Do you know that the permanent reductions made on 56 farms amounted to 14½ per cent.?" Can you answer that?—No, I cannot answer that.

65,950. "Has money been spent liberally on repairs and improvements"?—Yes.

65,951. "Would it surprise you to learn that 180,000*l.* was spent between 1852 and 1892 in this way"?—There was an immense quantity spent, but what it was I cannot say. I believe the draining would be put in that, and perhaps there would be a per-centage on the draining. That would be one point about that.

65,952. "Do you happen to know that Lord Sudeley's rental in 1892 was equal to that of 1842, and not greater?" Can you answer that?—No, I cannot answer that.

65,953. "You have spoken of a land court. Do you think if there was such a court land-lords would spend any money in repairs and improvements"?—It would be to their interest to keep their own property in order.

65,954. "Would there be any encouragement to them to spend money in that way"?—Well, if it was their own property there would.

65,955. This is a question from Mr. Woosnam: "Your position as a cattle dealer is in addition to the ordinary avocation of a farmer?" You answered that question before?—Yes.

Chairman—continued.

65,964. "I had it for about five years, and he came and asked me if I would grant him one privilege, to give up seven acres of meadow land—the only meadow land on the property—for allotments." Was that right?—Yes, perfectly so. There are only two points I wish to rebut.

65,965. "Before I would give an answer to that I asked him, 'When will you want more off me' because the year before he had come with the same tale, and asked me to give up the two little meadows, which were about four acres, as he wanted them for labourers." Is that accurate or not?—That is fairly correct.

65,966. "This I granted." He did give them up, did he?—Yes, he gave them up.

65,967. "But they were not given to the parties he named that they were to be given to": is that right?—I cannot say who I named for them to be given to, I gave them to the allotment holders, the labourers.

65,968. "Then afterwards he told me that he would give me his word that he would not disturb me for 12 or 14 years; he was going abroad"?—That is the point I wish particularly to contradict. I did not do that.

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Colonel T. Wood.

[Continued.]

Chairman—continued.

65,969. Will you tell us what you have to say about that?—I simply deny that I gave him any promise of the kind.

65,970. No promise at all passed between you?—No.

65,971. "Under those conditions he would allow me 2*l.* an acre for the land that he took off, the land that I would allow him to have for allotments." That is consequential, and I suppose that is denied too?—Yes.

Sir John Llewelyn.

65,972. Did you allow him 2*l.*?—Yes, I believe that was the amount. We agreed on the amount.

Chairman.

65,973. I will read it again. "Under those conditions he would allow me 2*l.* an acre for the land that he took off, the land that I would allow him to have for allotments." That is denied?—No, it is perfectly correct.

65,974. But that cannot be right, because you never told him that you were going abroad for 12 or 14 years, so you could not have taken off 2*l.* under those conditions?—I beg pardon. What he says is that I promised I would not disturb him for 12 or 14 years. That is the point I wish to deny.

65,975. Then you say there were no conditions at all. But you took off 2*l.*?—Yes.

65,976. "The consequence was that I gave him permission to have the meadow land, he allowing me 2*l.* an acre"; was that so?—That is perfectly correct.

65,977. "And also to allow me to remain and to have the land in my possession"?—Yes, he remained on the rest of the farm.

65,978. Is there anything besides that?—No nothing. There is only one other point, as to the question of improvements. Mr. Richard Williams states that he did not receive anything for improvements.

65,979. This is the passage you refer to. Sir John Llewelyn asks at Q. 52,202. "Was that arrangement put into writing?" He says "No. Two years after he gave me notice for the whole of it." Was that so?—Yes that is so.

65,980. "Because he said there was a demand for allotments; but after the notice I felt that I was aggrieved for it, and I wrote to say that if it was not for allotments I should still keep it." Have you any recollection of that?—I believe that is quite correct.

65,981. "I knew there was no demand for that ground for allotments, for it was not meadow land. It was rough pasture. In consequence of that I did some more manuring to improve it, because I took his word that I should have it for 12 or 14 years, he said, at least." That you deny?—Yes.

65,982. "But ultimately when the time came," that is, after the notice was served?—I suppose so.

Chairman—continued.

65,983. "He had let it to another tenant farmer, a neighbour of mine, for the same money"?—I let it to another tenant farmer, I do not know about the rent. The rent was altered. There was a house put on it.

65,984. "I asked him if I should have the privilege of letting it to a tenant farmer, a tenant of his as well"; was he to have the power to sub-let?—Yes, I suppose that is what he means.

65,985. "And, therefore, I should be paid for my improvements and that he refused to me. Therefore, I failed to get any compensation for the improvements I had done"?—That I beg to deny entirely, and I have got his own receipt for the amount.

Lord Kenyon.

65,986. What was the amount?—The total amount he received was 37*l.* 4*s.* These are the different receipts (*producing same*).

Chairman.

65,987. These are all original receipts—they are not copies?—They are all original.

65,988. Some of them for different things, lime, and so on; these are Mr. Williams' bills from different tradespeople?—Partly; and there is one receipt by himself for 14*l.*

65,989. There are four bills to a Mr. Butcher, amounting to 36*l.* 18*s.*, for bones and clover seed, swedes, &c.; the sum of 1*l.* 12*s.* for fencing; the sum of 1*l.* 12*s.* for cropping a fence; and another 1*l.* 9*s.* 2*d.* for lime; all from the said Mr. Butcher. Then this is his receipt: "Aug. 12th, 1891. Received of Thomas Wood, Esq., the sum of 14*l.*, compensation for Penlan Farm. 14*l.*" And that is his handwriting?—That part of it is.

65,990. That is compensation for these bills handed in, proportion of compensation?—The total is 34*l.* 7*s.*, and that 14*l.* is part of it; the rest is for lime and other things. The receipt for compensation which you hold in your hand was for laying down a field to grass, payment for seeds and so on.

65,991. Laying down permanent pasture?—Yes.

65,992. These bills were not paid by you but by him?—They were paid by me; he had the articles, and I paid the bill.

65,993. And these bills were sent in to you by the different tradesmen?—Quite so, and I paid them.

65,994. All these bills were paid by you?—Yes.

65,995. And in addition to that there is 14*l.* received by the tenant Williams?—That is so.

Lord Kenyon.

65,996. Did he want to nominate his successor?—He wanted to nominate his successor.

65,997. As a matter of fact, how many allotments were there?—Out of this particular land

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Colonel T. Wood.

[Continued.]

Lord Kenyon—continued.

we made six allotments; I have got 29 altogether.

Mr. Brynmor Jones.

65,998. And was the allotment ground the ground you took from R. Williams?—Yes, the ground I took was made into allotments.

Mr. Brynmor Jones—continued.

65,999. Is it now let to another tenant?—The land that was first taken is let for allotments, and the farm is now let to another tenant.

Mr. Griffiths.

66,000. May I ask were the allotments a failure?—Oh, no, not at all; the allotments are very much the reverse, very much appreciated.

The witness withdrew.

Adjourned for a short time.

Mr. THOMAS DAVIES called and examined.

Chairman.

66,001. You are a freeman of the town of Montgomery, and do you live at Broad Street, Montgomery?—Yes.

66,002. Your ancestors have lived continuously in the town since 1260, otherwise you would have lost your rights?—Yes.

66,003. Are you a tenant farmer?—I was a tenant farmer under the Earl of Powis.

66,004. What are you now? Are you a tenant farmer now?—No, my Lord.

66,005. Will you kindly give us your evidence?—I am 59 years of age. I am a freeman of the town of Montgomery. The charter was granted to the town in the year 1260. I presume my ancestors must have lived in the borough continuously from the year 1260, otherwise I should have lost my rights as a freeman. I became tenant to Lord Powis for Hendomen, in the parish of Montgomery, and Malthouse, in the town of Montgomery, about the year 1863. Hendomen was about 22 acres. My father had been the former tenant of these places, which he had held for about 30 years. My father was born on a farm belonging to the estate, and so far as I am aware, had always been a tenant of Lord Powis. When my father first took Hendomen the farm buildings were merely thatched. He hauled the bricks and other materials with which some new buildings are constructed. He had also erected wainhouses and some sheds for cattle, &c. there. Young fruit trees were also planted by him in the orchards and about the land. Draining pipes were also carried to the farm, and draining was done by my father. Not one penny was ever paid to him or myself for all the improvements he had made. I was tenant of this property from about March 1863 to March 1866. An election of a member for the borough of Montgomery took place in July 1865. The Honourable Charles Hanbury-Tracy was the Liberal candidate. Captain Hampton represented the Conservatives. I was a Liberal at that time and have ever since remained one. I assisted the Liberals at the election. Mr. Allen, the then local agent for the estate, came to me while the election was pending, and told me that Mr. Newell, the chief agent for the estate, had heard that I was supporting the Liberals

and wished him, Mr. Allen, to let me know that if I persisted in doing so I should hear further about it. I took no notice of the threat, but voted according to my principles in support of the Liberal candidate. It was open voting at the time, so the agent had no difficulty in finding out how I voted. Very shortly afterwards (the next notice day) I received notice to quit. I did not ask the reason for this, as it was only what I expected after what the agent had told me. I left Montgomeryshire, and took a farm in Breconshire, where I remained until 1873. In that year I went back to Montgomery at my father's request, to live with him. I am still in the same house, which belongs to the Powys estate. My father lived until the autumn of 1883. He held two fields, with the house, up to his death. On my father's death I received notice to quit the house and fields. During the time I had been at home with my father the fields had been very much improved. Corn and cake on the land. After I received the notice I went to the agent, Mr. Newell, and asked him for compensation for improvements to the land. He told me in reply that it was not Lord Powis' custom to recognise any claim of that sort. I then told him that I did not intend relinquishing the land until the question of my claim had been gone into and decided. The land was let by the agent to a Mr. Jones, of Rockley. As I continued to hold possession of the land, Mr. Jones, the local agent, came to tell me that Mr. Newell had instructed him to place some of Lord Powis' horses on the land to take possession. I told him I should treat anything I found on the land as trespassers until my claim was gone into. After some correspondence had taken place between me and Messrs. Salt, of Shrewsbury, the solicitors to Lord Powis, it was eventually arranged that my claim should be considered. The claim was gone into before the official arbitrator for the county, and a counterclaim was put in on behalf of the landlord. It resulted in my being allowed something more than my original claim, and the counterclaim was disallowed, with the exception of a trifle. When acknowledging receipt of cheque for my claim to the solicitors I asked if the notice to quit would be withdrawn. The reply was, "Certainly not." I then wrote that I should place the correspondence which I had

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Mr. T. DAVIES.

[Continued.]

Chairman—continued.

had with them and the agent before Lord Powis, and if after seeing it his Lordship did not see fit to withdraw the notice I should publish the correspondence. In reply the solicitors wrote saying that they had seen Lord Powis in the meantime, and the notice would be withdrawn.

66,006. When you left Montgomery and went to Breconshire, did you take another farm on the Powis estate?—No, my Lord, not in the first instance. My brother-in-law had a place vacant, and I was glad to get in there until I could get another place.

66,007. Then afterwards you took another farm?—Yes, Pontywall farm.

66,008. On the Powis estate?—No, my Lord, a farm belonging to Mr. William Bankes, Pontywall Hall.

66,009. How did you become a tenant of Lord Powis after that?—My father was ill about 1873, and I asked him would he come to live with me in Breconshire at Pontywall. He said he had raised his bones in Montgomery and intended leaving them there, and I returned to him.

66,010. Your father was a tenant of Lord Powis?—Yes.

66,011. Are you a tenant of Lord Powis at the present time?—I am a tenant of his at the present time.

66,012. You have nothing to complain of at the present time?—I cannot say that things have been very pleasant with me up to the present time. I do not come here with any vindictive spirit to give evidence, but I have been asked by certain tenant farmers to come and give evidence. I said I did not care to come to give vindictive evidence because it will look vindictive, but at the same time I think it is my duty to do so in the interest of the country, if we can bring about something better for the agriculturists, any legislation that would improve agriculturists I should be very pleased to see.

66,013. You have come here in the public interest?—In the public interest solely. I do not come with any vindictive feeling towards my landlord in any shape or way.

66,014. You have come in the public interest to see if anything can be done to place agriculturists in a better position?—Yes.

66,015. Are you well acquainted with this district?—Certainly.

66,016. Have farmers been pretty hard hit lately?—Well, for the last nine years, they have been very hard hit.

66,017. Do they find great difficulty in paying their rents?—There is no doubt they have found very great difficulty in meeting the times.

66,018. What is the general opinion amongst tenant farmers, so far as you are aware. Is it that the rents are too high generally in the district?—Well, they have been too high, but the landlords have pretty generously met them on the Powis estate, I believe.

66,019. On the Powis estate they have had permanent reductions of a liberal nature?—Yes, just so.

Chairman—continued.

66,020. On other estates has that been done?—There are other estates which we heard this morning that we could not say as much for as his Lordship's estate.

66,021. It is in the general interest, not in your own interest, that you come here?—I am not a farmer now, my Lord; I have simply a few acres of land.

66,022. You are acquainted with the position of the farmers?—Yes, I have been farming all my life.

66,023. You think there are estates on which rents ought properly to be lowered?—There is no doubt about it.

66,024. That the farmers cannot go on living and paying the rents that are demanded at the present time?—Not without a reduction of the rent.

66,025. Are you in favour of any court of arbitration to settle differences between landlords and tenants, and to fix rents?—I think some kind of a court would be beneficial. For instance, when I claimed compensation I went round to some of Lord Powis' tenants and asked them would they kindly come and view my land to say before the arbitrators whether there was any improved appearance in it. I could not get an individual; the poor tenants were frightened to come on the place. They would not have come if I had given some of them a thousand pounds; so that was fear.

66,026. How many years ago was that?—It would be about 1885, I should think; I am not sure to the year.

66,027. That is nine years ago?—Yes, nine years ago.

66,028. Do you think that farmers talk a good deal about a land court. Do you think there is a general desire for such a thing?—There is a general desire with those that have been severely pinched and have gone through the mill. Those that are doing well, I do not suppose, care for a court. They would allow the Agricultural Holdings Act to continue; they are satisfied with that, but the generality of those who have gone through the mill wish for something more than the Agricultural Holdings Act, as they say there are lots of tenants that have been ousted in the neighbourhood who ought to be sitting tenants.

66,029. On account of rents being too high in their opinion?—Yes, they have asked the landlord for an abatement of rent, and consequently not being able to get the abatement of rent they have given notices, and the farms have been lowered for the new tenants. The new tenants could get anything done, but the old ones could not get anything.

66,030. Although a land court is not necessary on a well-managed estate, that is your opinion?—The purpose of a land court should be to deal with bad landlords.

66,031. You think the landlord should have security as well against the tenant?—Yes, I should think there should be security for the landlord as well as the tenant.

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Mr. T. DAVIES.

[Continued.]

Lord Kenyon.

66,032. What was the amount of your first claim?—I could not say exactly. I have not the papers. 15*l.* or 16*l.* I think. It was only for eight acres of ground.

66,033. What did you get?—I think about 16*l.* or 17*l.*

66,034. You got more than you asked?—Yes, some trifle more than I asked, the arbitrator gave me.

66,035. I do not quite understand whether your father's farm was the same farm that he held under Lord Powis?—Yes.

66,036. Were you both farmers; I mean to say in the first instance?—He retired from business in 1874. My father formerly occupied the "Dragon Hotel," Montgomery, and this was an outside farm that he did not occupy.

66,037. He occupied this as well?—This as well for over thirty years previous.

66,038. When you voted for the Liberals, and you said you had notice to quit you were living with your father?—I was living with my father then; in the same house at that time as I am now.

66,039. Was your name on the agreement?—Of course when I took this place.

66,040. You were actually a tenant with your father?—Yes, my father gave up business, and he wished me to keep on the "Dragon Hotel" and the farm with that, and this malthouse and other place. I said, "I will not keep on the 'Dragon Hotel' at any price." I said, "I will keep on the small farm and the malt-house." He left me in possession of the small farm and the malthouse. He retired from business in 1873 or 1874.

66,041. I was speaking of 1863.—You are quite right, my Lord, it was 1863. It was when my father resigned business at the "Dragon" and kept on this small farm and the malthouse.

66,042. And you say the agent said if you voted for the Liberals you would hear more of it?—Yes.

66,043. After the election you got notice to quit?—I did.

66,044. They gave you no other reason?—I had the reason before the election.

66,045. They gave you no other reason?—No.

66,046. Who succeeded you?—I think one of the name of Whittingham.

66,047. Is he a Conservative?—I believe he is.

66,048. Are you sure?—Yes, I feel pretty sure he is.

66,049. Did you take an active part in the election?—Yes, I have always taken an active part.

66,050. At the "Dragon Hotel"?—Yes.

66,051. Is the "Dragon Hotel" used for election meetings or something of that sort?—Not in my time. I had nothing to do with the "Dragon Hotel"; it was my father's holding.

Mr. Brynmor Jones.

66,052. Hendomen was in the parish of Montgomery, I think you said?—Yes, in the parish of Montgomery.

66,053. Is that a Welsh-speaking parish?—No, it is the same as Montgomery. There is no Welsh spoken there now. Formerly there was some little Welsh there, 40 years ago, but not at the present time.

66,054. Are most of the tenant farmers there Nonconformists?—Not on the Powis estate; there are a few.

66,055. You said that others had requested you to come forward; is that because they themselves were afraid to come forward?—Most certainly.

66,056. Do you think that the farmers there have found it very difficult to pay even the reduced or abated rents?—I do not doubt for a moment but what they have found it difficult, and more especially on the corn farms. It has not hit the stock farms so much as the ploughed farms.

66,057. Then it follows from your evidence that if there is no change, most of these men must be insolvent, or, at any rate leave their farms?—There is no doubt about it.

66,058. Do you think that most of the tenant farmers are in favour of some legislative measure to give them security of tenure and fair rents?—They are anxious for some change. They do not seem to have formulated any idea as to what that change should be, but they seem very anxious that there should be some change.

66,059. Are the farm buildings in good condition?—Well, I believe Lord Powis' estate is getting in fairly good condition at the present time.

66,060. Are the farmhouses commodious and in good order?—Yes, I should think they are in very fair repair now; they have done a great deal on the estate of late years.

Mr. Griffiths.

66,061. Are you a master as well?—I was at that time.

66,062. You knew pretty well the position of the farmers?—Exactly.

66,063. What hauling did you do on the first taking of yours?—It is so long since, I could hardly tell.

66,064. Was it building the house?—No, it was towards repairing the buildings and that kind of thing.

66,065. You say you had no compensation whatever?—None whatever. The Agricultural Holdings Act was not passed in those days, and of course it is no use asking for a thing you could not possibly get.

66,066. You did not make an application?—It was useless making an application if you saw no means of getting anything.

66,067. Things are altered now. I was bound

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Mr. T. DAVIES.

[Continued.]

Mr. Griffiths—continued.

to get compensation after the Agricultural Holdings Act was passed.

66,068. I am very pleased to see that when your landlord knew your position he withdrew the notice he gave you?—Certainly.

Mr. Richard Jones.

66,069. Do you know many cases, either on the Powis Castle estate, or any other estate, where tenants leave without being compensated for improvements? Can you refer to any particular instances?—I could not say whether any of the Powis Castle estate tenants claimed, but it was settled privately if it was. It did not come before the public that they received any compensation. There was no arbitration over any cases. There were several tenants of Lord Powis left some eight or nine years ago, and I believe the farms had all to be reduced afterwards. They were not reduced to old tenants, but they were reduced afterwards to new tenants on the Powis estate.

66,070. There were cases on the Powis estate where a reduction was refused to an old tenant, and let at a reduced rent to a new tenant?—Yes.

66,071. About eight or nine years ago?—From about 1880, from 1885 to the present time.

66,072. Was it before the agency of Mr. Forrester Addie or afterwards?—I think principally before.

66,073. You know of no cases where a tenant has not been satisfied?—I have not heard of any, whether there was any claim or anything else. The tenants did not go in for any compensation.

66,074. You mean they did not make any claim under the Agricultural Holdings Act?—No, they did not make any claim under the Agricultural Holdings Act. If they had done so we should have heard about it.

66,075. You have suggestions to make, I believe, with reference to the amendment of the Agricultural Holdings Act?—From my knowledge of the working of it, the schedule on payment for the different manures is very inadequate and requires strengthening if that Act is to continue to do the tenants any good.

66,076. Do you think that Part 3, which includes improvements for which the consent of the landlord is not required, should be lengthened?—Yes.

66,077. Several things included?—Yes.

66,078. Would you include in Part 3 the laying down of permanent pasture?—Yes.

66,079. As a matter for which the consent of the landlord need not be required?—Yes; I think it should be put in Part 3.

66,080. Instead of in Part 1 of the first schedule of the Act as at present?—That is it.

66,081. Would you suggest any other alteration?—I think that would assist the tenants very much.

66,082. It has been suggested to us at some places that it would be only fair to the tenant

Mr. Richard Jones—continued.

farmer that if the landlord had any claim for dilapidations against a tenant that the claim should be sent in on the same day as the tenant's claim?—I think it should be mutual. They should both appear together, because after the one claim comes in, the landlord can always go and overhaul the tenant with a much larger claim than he has put in.

66,083. You think the present position of things is an encouragement for the landlords to send in fictitious claims?—Well, on claims which overhaul everything which the tenant puts in, the tenant has no chance of fighting the landlord. He cannot get evidence the same as the landlord.

66,084. How have Nonconformist tenants been treated on the Powis Castle estate?—Not being a Nonconformist myself I can scarcely answer that question.

66,085. Are there any Nonconformists on the estate?—There are Nonconformists. I have heard it said in Mr. Newell's time they were bound to promise to go to Church, and all that sort of thing.

66,086. That is when they became tenant farmers on the estate?—Yes, that is when they became tenant farmers on the estate they had to promise to go to Church.

66,087. Did they always carry out their promise?—I should think not; not if they were Nonconformists.

66,088. The rule was relaxed in some cases?—They did not give them notice; if they had a good Nonconformist tenant farmer they allowed him to stay on.

66,089. If he was a good farmer they stuck to him?—They stuck to him.

66,090. Do you think there is any distinction made between Nonconformists and Churchmen on the estate in any way?—Politically, it is no use a Liberal coming to ask for anything from them.

66,091. Do you mean in the matter of repairs?—In the matter of repairs. I will give you an instance. My father left the "Dragon," and the house was to be repaired some 30 years ago, but it has never been repaired to the present time. Mr. Forrester Addie had his attention called to it some years ago, and the house is in both an insanitary state and dangerous state physically, as Mr. Addie will confirm me in, and I have seen every house in the street repaired two or three times since that, 30 years ago, but they have never repaired ours.

66,092. You think because you are a Liberal you have been punished?—Yes, it seems clear. The house cannot stand another six months. I would not sleep in the front of the house through this winter if Mr. Addie were to say "Here is the house for you for nothing."

66,093. Were you concerned with the promotion of the Bishop Castle railway to Montgomery?—My brother and brother-in-law were engineers to it.

66,094. You remember the circumstances?—Yes.

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Mr. T. DAVIES.

[Continued.]

Mr. Richard Jones—continued.

66,095. Was not an application made to the late Lord Powis for the site of a railway station near Montgomery town?—Yes. I was one of the deputation that waited on his Lordship from the town.

66,096. What was his Lordship's reply?—He could not not see his way to support us in our petition to get a station nearer than about $1\frac{1}{2}$ miles or $1\frac{1}{4}$ miles from the town.

66,097. That was his reply?—He pointed out a line that he could support, that would give us a station about a mile or a little better from the town. My brother-in-law had a scheme that put a station on the old gaol land, but, of course, without Lord Powis's consent they could not carry it out.

66,098. Did you point out to him the necessity of having a station nearer the town?—Most certainly we did. We did all we could to get him to allow us to have a station there. We should be no better off with a station three-quarters of a mile away than it is now. We are just about $1\frac{3}{4}$ miles away now.

66,099. You failed to convince him?—We failed to convince him.

66,100. Had he any particular reason why?—He did not say, but we always were led to understand that he was connected with the London and North-western Railway, and it was not to their interest to allow the Bishop's Castle scheme to benefit Montgomery.

66,101. Do you know whether he opposed the scheme in the House of Lords?—That I could not say.

Mr. Grove.

66,102. I suppose you think it is reasonable that the tenant farmer should be compensated for improvements?—Yes, certainly.

Sir John Llewelyn.

66,103. Were you or your father the tenant of the "Dragon" public-house?—My father.

66,104. Who is the present tenant?—Mr. Lipson.

66,105. You complained, you say, of the repairs; they are in a very bad condition?—Not of the public-house. The present house. The "Dragon" is done up most elaborately at the present time.

66,106. Are there any freeholders in the neighbourhood?—No, I do not think so; my father was a leaseholder.

66,107. I mean freeholders who own their own holding?—I cannot call to mind any at the present moment.

66,108. Have any reductions in rent been made permanent?—I must confess they have made permanent reductions, and in other instances they have returned 5 to 10 per cent. in abatements.

66,109. They have been pretty general?—Well, last year it was thought that some of the landlords would not grant it, but I believe they were compelled to do after going into it.

66,110. Do you consider that resident landowners are better than absent ones?—Most

Sir John Llewelyn—continued.

certainly, we prefer having the landlord present.

66,111. Residing on the estate?—Yes, residing close on the estate, so that he can see what is going on.

66,112. Do you think that if the rents were judicially fixed the landowner would continue to reside in the country?—I do not see why he should not.

66,113. Do you think that they would continue to spend the same sums that they now do upon their estates?—I always understood the more you do to the land and the farmstead the more is offered for it always.

66,114. Supposing it was so. Supposing there was any arbitration of that nature, in what way would that differ from what you now call an Official Arbitrator for the County? You spoke, in your evidence-in-chief, of claims being gone into before an Official Arbitrator for the County. Is he appointed under the Agricultural Holdings Act?—Certainly. This arbitration at present is fixed by the Agricultural Holdings Act. But what this county board is to be I do not offer any opinion—whether it should be done by the county council or selected by Government in some shape as a county valuer.

66,115. Do you mind giving your opinion upon that point?—I do not care whether it is by the county council or Government that the county valuer is appointed, either one or the other would be suitable.

66,116. Whoever he is appointed by, what do you suggest his powers should be?—I should suggest that if the landlord and tenant had failed to come together that it should be left to him to arbitrate as to the price of the farm. In the alternative of the landlord and tenant not being able to agree, that this county valuer should say then what should be the rent.

66,117. For how long should that remain unaltered?—Well, for a stated term of years. You could not say for very long, because fluctuations take place and consequently prices may all alter. If they were to get up I think the landlord should have the advantage.

66,118. For how long?—For five years; five years I should say would be long enough.

66,119. Should that be binding upon the tenant?—It should be binding upon both.

66,120. Supposing a tenant got an opportunity of taking another farm, would you keep him to his bargain during the currency of that period?—Most certainly.

66,121. You would make it binding against a tenant as well as against a landlord?—Yes, it would not be a fair bargain if it was not so.

Lord Kenyon.

66,122. I was struck by what you said about the counter-claim. You said they should arrive on the same day. I suppose when the tenant sends in his claim he claims for everything he can, does he not?—I understand that he has to give his landlord notice that he is going to put in a claim.

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Mr. T. DAVIES.

[Continued.]

Lord Kenyon—continued.

66,123. Quite so, two months before?—Then the landlord should put in his claim without seeing what the tenant is claiming.

66,124. You are aware, under the Act he cannot counter-claim until he knows that the tenant has put in a claim first?—It is simply this then, that he is sure to put in a bigger claim than the tenant.

66,125. My point is this. He cannot claim for anything he is not entitled to?—But he knows the same as the tenant he has a claim if the tenant has let the farm run—what shall I call it?

66,126. Run out?—When the farm is run out he should get his valuers in the same as the tenant should, and have those valuations made against the tenant, and they should be put in independently of each other.

66,127. Under the existing law?—Under the existing law, of course, it cannot be done.

66,128. You say they should come the same day?—I say they should come the same day.

66,129. The landlord's claim you say comes to more than the value?—It is only natural if you make a claim against me I should endeavour to meet it with a larger one.

66,130. But I should not have any chance of getting more than I was entitled to?—It depends upon the weight of evidence brought before the arbitrator. The poor tenant has not the opportunity of bringing evidence, and the landlord can bring in men, and those witnesses the tenant brings are afraid to open their mouths in case it gets to the landlord's hearing.

66,131. I have not heard that before?—But it is a fact. I have been through the mill.

66,132. You admit that the landlord is entitled to get everything in his counter-claim he is entitled to?—Yes, and it is his duty to get what is due.

66,133. Are there any Liberal tenants on Lord Powis' estate beside yourself?—No, I think I am the only black sheep in the fold.

66,134. You have not been very successful in your efforts to convert them. You said no Liberal tenant of Lord Powis' had any chance of getting anything done for him. Apparently you are the only one?—I have been living in the house 30 years, and it is a rack rent.

66,135. I thought you spoke of a number of instances; it is only yourself apparently?—Well, it is not only myself.

Mr. Brynmor Jones.

66,136. Do you think that the people distrust the secrecy of the ballot?—Most certainly they do. I know dozens of voters in our town that would not believe that the ballot is secret. You would never persuade them that it is secret.

66,137. With regard to inadequate compensation of which you were talking, do you consider the schedule under the Agricultural Holdings Act, 1883, is satisfactory?—No, it is inadequate.

Chairman.

66,138. Some questions have been handed in. Lord Powis asks: "Did you say that the tenants on the Powis Castle estate were afraid to appear before the Commission"?—I do not say particularly on the Powis Castle estate more than other places.

66,139. "What foundation is there for a statement that tenants on the Powis Castle estate are afraid to come forward"?—They are frightened that they should expose their business, and the tenant would possibly be at some disadvantage if he exposed his business or made any statement.

66,140. "Has Lord Powis ever by word or deed given the least justification for any such fear"?—I am not aware that he has, but still there is the fear of the tenants.

Lord Kenyon.

66,141. Of his Conservative tenants?—Well, those things are put to us as Liberals that we should be brought to book in case we did not do what was right by the tenants.

66,142. I thought you were the only one; you are here; you are not afraid?—The only Liberal tenant that I know in the town.

Mr. Brynmor Jones.

66,143. You are asked by my Lord Powis what foundation you had for your statement that the tenants are afraid to come before this Commission. Are you speaking as the result of personal conversation and intercourse with them?—Certainly.

66,144. And do you think that the tenants are equally afraid to express their political opinions freely?—Certainly.

66,145. So that when you say that all the tenants are Conservative, that is only an impression of your own, from the fact that they do not come and take an active part in political affairs?—Yes.

Chairman.

66,146. Question by Mr. Owen Wynne: "If a land court was established, do you think that landlords would still interest themselves in their estates"?—I have answered that. I have said most certainly they would.

66,147. "Or continue to improve them to the same extent as they do now"?—They could not afford to let their lands go to ruin, or else they would get nothing.

66,148. "Do you think that the county council would be an impartial tribunal to settle differences between landlord and tenant"?—I should think there might be a committee selected from the county council of both political parties, who might settle the thing amicably between the landlord and the tenant.

66,149. Then Mr. Owen Wynne wants to know: "Do you think that would be impartial"?—I should think, taking both sides of the county council, they might find an impartial body that could do it.

66,150. Mr. Vincent asks: "Your grievances date to 1865, do they not"?—Certainly.

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Mr. T. DAVIES.

[Continued.]

Chairman—continued.

66,151. "Are the persons concerned in that grievance, namely, Lord Powis and the agent, dead"?—Yes, both dead.

66,152. "In fact, you do not know, do you, how much or how little tenants on Lord Powis' estate have received in compensation"?—No, I could not say, but I know they have received substantial sums.

66,153. But you do not know the amount?—I have no knowledge of the amount.

66,154. "Is not an incoming tenant frequently given a reduced rent because the outgoing tenant has let his farm run down"?—That has not been the case. When the old tenants asked for a reduction of rent they were bound to reduce the rent. Naturally new tenants would expect the farm at the price.

66,155. You understand the question: "Is not an incoming tenant frequently given a reduced rent because the outgoing tenant has rather ruined the farm"?—Well, the landlord has got his remedy against the outgoing tenant. He can make him compensate him under the Agricultural Holdings Act.

Lord Kenyon.

66,156. No; unless the tenant puts in a claim the landlord cannot counterclaim under the Act?—I quite admit that, but at the same time if the land was too dear he would not ask for a reduction of rent. If he had been doing that he would try to sit on, and would not ask for a reduction of rent. Those tenants cannot afford to go to their landlord and ask him for a reduction of rent—those men catching at straws—it is only the man who is able to pay his last half year's rent who can afford to do that.

Chairman.

66,157. When a farm is vacant sometimes it is run down on account of the outgoing tenant having taken the heart out of it?—Yes.

66,158. That happens sometimes?—Yes.

66,159. Is not the incoming tenant frequently given a reduced rent because the outgoing tenant has let his farm run down?—He is bound to have it. He would be very silly to go and give more than it was worth.

Lord Kenyon.

66,160. It does result sometimes?—Yes, it is bound to happen; it is the result of the bad management of the farm before.

Chairman.

66,161. "You say the better the land is the more is offered, do you not"?—Certainly.

66,162. Do you say that if the rent was fixed by a court, offers would be impossible?—I

Chairman—continued.

assume that if the landlord and his tenant failed to arrive at a valuation that if the tenant did not accept the court, that, of course, the land would become vacant afterwards if he did not choose to accept the court.

66,163. And then offers would be possible?—Offers would be possible afterwards.

Mr. Richard Jones.

66,164. It has been intimated to you that the landlord in a case where a tenant runs a farm out would have no remedy under the Agricultural Holdings Act, but he would have his remedy by giving the tenant notice to quit and turning him out of the farm; that is if he did not farm satisfactorily?—Certainly.

Mr. Brynmor Jones.

66,165. Do you happen to know anything of a tenant named Davies, who lived in a holding called Timbirth?—I knew him very well.

66,166. Was the tenant a Nonconformist?—The tenant was a Nonconformist.

66,167. Do you know anything of him?—The report was that he asked for a reduction of rent, and of course it was refused, and he had to leave. That was the report. I cannot say more than what is the public report, and the land I believe was reduced to Mr. Jones, of Sutton Farm, 100*l.* a year, and he only farmed it two years at the reduced rent.

66,168. Has Lord Powis made any public announcement that he would be glad for his tenants to appear before the Commission?—I have not been aware of any; at least, I have received no intimation. I could not say if the rest of the tenants have.

Lord Kenyon.

66,169. What was the date of the Timbirth case?—I should think it is 10 years ago.

66,170. In the time of the late Lord Powis?—I should think so. Of course, it was no business of mine, and I am only speaking from memory.

Chairman.

66,171. A question by Mr. Woosnam. "Is Lord Powis an extensive owner of property in and around Montgomery town"?—He has the whole of the property, or nearly the whole of the property. I do not know whether I am correct in saying that he possesses nine-elevenths of the whole parish of Montgomery. I could not vouch for the figures, but I think that is about it.

The witness withdrew.

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Mr. W. F. ADDIE.

[Continued.]

Mr. W. FORRESTER ADDIE called and examined.

Chairman.

66,172. You have been agent to the late and present Earls of Powis since 1886?—Yes.

66,173. And have had 25 years' experience in the management of property in many of the counties of England and Wales?—Yes.

66,174. You have sent us in a very full statement; will you kindly read it?—Yes. I have been chief agent to the late and present Earls of Powis, Powis Castle, since 1886, and have had 25 years' experience in the management of property extending over many of the counties of England and Wales. Lord Powis's estates in Wales are situate mainly in the county of Montgomery, and the following figures only relate to his Lordship's Welsh property. The total area is about 45,000 acres, divided into 960 holdings, as follows:—

731 tenants of between 1 and 10 acres.			
123	"	10	25
23	"	25	50
7	"	50	75
4	"	75	100
27	"	100	150
10	"	150	200
10	"	200	250
7	"	250	300
6	"	300	400
10	"	400	1,000
2	"	of about	1,000

Total 960

Or put in another way—

400 tenants of 5l. and under.			
210	"	10l.	"
130	"	20l.	"
107	"	50l.	"
46	"	100l.	"
20	"	150l.	"
13	"	200l.	"
12	"	300l.	"
8	"	400l.	"
6	"	500l.	"
6	"	600l.	"
1	"	800l.	"
1	"	1,000l.	"

Total 960

The following summary gives the total rental and expenditure from Lady Day 1840 to Lady Day 1891:—

	Net Rental.	New Buildings and Repairs.	Draining.	Fencing.
10 Years, ending Lady Day 1849 -	£ s. d. 272,586 0 0	£ s. d. 29,354 0 0	£ s. d. 4,745 0 0	£ s. d. 2,407 0 0
" 1859 -	264,642 0 0	40,199 0 0	8,701 0 0	3,843 0 0
" 1869 -	283,686 0 0	46,588 0 0	16,640 0 0	3,937 0 0
" 1879 -	293,348 0 0	62,889 0 0	16,110 0 0	2,806 0 0
" 1889 -	269,584 0 0	53,702 0 0	16,114 0 0	6,746 0 0
One Year, ending Lady Day 1890 -	26,034 0 0	5,800 0 0	1,359 0 0	698 0 0
" 1891 -	25,594 0 0	4,177 0 0	1,136 0 0	786 0 0
Total -	1,436,073 0 0	242,709 0 0	64,805 0 0	21,223 0 0

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	£	s.	d.
Buildings	242,709	0	0
Draining	64,805	0	0
Fencing	21,223	0	0
	328,737	0	0
Net rental Lady Day 1840	27,218	0	0
" " 1891	25,894	0	0
Net rental Lady Day 1879	29,137	0	0
" " 1891	25,894	0	0
Permanent reduction of rental	£3,243	0	0

Per Cent.

Taking the rental (less cottage rents of 5l. and under) at 18,000l. — 3,243l. permanent reduction equals

18

Expenditure on permanent improvements — equals of rental

23

41

In addition to the above 10 per cent., allowance has also been made on the 1892 rents

10 } up to Lady Day, 1893.

Total per-centage of rental - 51

£ s. d.

Since 1886, in consequence of agricultural depression, there has been expended in draining, without charging interest to tenants -

9,491 0 0

Since 1886, in consequence of agricultural depression, there has been expended in bones and permanent grass seeds

2,642 0 0

£12,133 0 0

£ s. d.

12,133 0 0

Lady Day, 1894 2,572 0 0

£14,705 0 0

Buildings, draining, and fencing are done by the landlord, and I have already given the amounts expended under these heads, so far as the Powis Castle estates are concerned, and notwithstanding the large outlay during the last 50 years, the rental on this estate shows a permanent reduction equal to 18 per cent., with an additional 10 per cent. on last year's rents, as well as 10 per cent. on rents up to Lady Day, 1894. The tenants have paid interest on part of the draining, and done the hauling for the pipes and materials for the new buildings. There has been no interest paid since 1886. In addition to these improvements seeds have always been supplied by the landlord for laying down permanent pasture. The tenant

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is protected for any improvement he may make under the Act of 1883, but any claim made has always been settled amicably. Total amount of arrears of rent irrecoverable and lost since Lady Day, 1850, 4,410*l.* 13*s.* 8*d.* The tenancies are under yearly agreements, classified as follows:—

One for farms, one for houses and land, one for houses and gardens, one for land, one for gardens (*copies of which I hand in*).

On the death of a tenant, or when a tenant leaves, the custom has invariably been to give the preference to any member of the tenant's family to succeed, provided he was suitable, resulting in the same family having occupied their holding for generations. The following is a tabulated schedule of length of holdings on the Earl of Powis's Montgomeryshire estates:—

Years.	No. of Holdings.	Years.	No. of Holdings.
1 to 5	87	130 to 140	7
5 to 10	53	140 to 150	9
10 to 20	109	150 to 160	13
20 to 30	66	160 to 170	2
30 to 40	72	170 to 180	2
40 to 50	61	180 to 190	1
50 to 60	49	190 to 200	1
60 to 70	50	200 to 210	9
70 to 80	39	210 to 230	6
80 to 90	22	230 to 250	1
90 to 100	21	250 to 400	7
100 to 110	46		
110 to 120	6		751
120 to 130	12		

The above 751 holdings represent only a portion of 960 tenancies, the remainder (209) not yet having been ascertained. In my view, however, this system has dangers which should be carefully guarded against. The future of agriculture will not depend upon a continuous occupation of farms by one family apart from other considerations, but by tenants who are energetic, persevering, who are able to farm with spirit, and who do so abreast of the times. Such a tenant, when he can be properly introduced, may serve as an object lesson to a district, and be of immense benefit to the neighbourhood. The date of entry is Lady Day, and for boosey pasture May. Leases for farms are never asked for, and, in my opinion, on a well-managed estate are not necessary. Leases have been granted for a term of years, and for lives (108 now being in existence) for cottages and small holdings where buildings have been erected by the tenant, but so far as my experience goes, in 90 per cent. of such cases the houses or buildings, on the expiration of the lease, are in bad and poor condition, and the cultivation of the land would not very favourably compare with land adjoining let from year to year. The landlord for a long period has received only a small rent, and at the expiration of lease has to face a large expenditure in new buildings, as although the lease may provide for the buildings being left in good repair, the case generally is that the original tenant has sold his lease, the immediate holder is dead, and his relatives not able to do anything, even if they were called upon, which has never

Chairman—continued.

been the case on this estate. The cultivation of the farms generally let from year to year under agreements, which are intended to be as wide as possible, and with Lord Powis never refusing any point outside of the agreement which could enable the tenant to make the most of everything, so long as the principle of attaching to the soil the manurial value which it produces is adhered to, is such that it will bear favourable comparison with any other part of Wales or anywhere else. This district is essentially one for stock rearing, the aim being to produce as much on the farms as possible, so as to enable them to rear their own, having as much arable land as will grow sufficient for winter use. In the lower districts grazing the stocks of the upper districts is followed. When it is possible to grow everything upon each farm, sufficient produce, and of such quality as will enable the farmer to sell his stock and crops immediately to the consumer, then shall we be able to better cope with foreign competition. The plan usually adopted for arriving at the rents has been for me to make a field valuation of every farm that becomes vacant, as well as upon those farms where tenants have complained of being too high rented, receive a proposal from the intended applicant or tenant, and settle the matter by private treaty. By this method I have never experienced any difficulty. Complaint has been made where landlords refuse to reduce the rent to an old tenant, but does so to the new. In the case of a tenant farming badly, land filthy and dirty, pastures and meadows poor, and the stock small and not cared for, no amount of reduction of rent will meet the case, the longer such a tenant stays the worse he will be, and the farm of so much less value. The rents are received in January and July. Those in January being up to the preceding Michaelmas, and those in July up to the Lady Day previous. From the table already given it will be seen that there is a very large proportion of small holdings, and in my opinion further extension is not necessary, except in so far as to provide every labourer on the estate with a cottage, and in suitable cases, land, as well as to provide more cottages for labourers on the larger farms; the former has already been, or nearly been accomplished, and the latter is gradually being done.

Game is preserved, but not excessively, none of it sold, but is all given to the tenants and friends, and when game is so preserved very little damage is done. In some cases the Game Act has resulted in the tenant having more rabbits than formerly, *i.e.*, in such cases where tenants prefer sport, and selling them, to farming. Every encouragement has been given to agricultural education, the late Lord Powis, the first president of the Bangor College, having supported the fund raised by that institution for this object. The present work done by this college, and Aberystwith, is well known. Mr. J. Pugh, schoolmaster at Pool Quay, qualifying himself, under the instruction of the college, for teaching the principles of agriculture three years ago, begun a class for farmer's sons and labourers, and Lord Powis placed at their disposal two or three acres

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of land for field experiments, and the success of the class has been generally recognised. The present Earl has also provided at three other representative centres land for field experiments, which are at present being treated by different manures, conducted by the Bangor College, at the instance of the county council. Five years ago a dairy school—situate on the estate—in connexion with the college was formed, the capital, 1,000*l.*, being provided mostly by the landowners in the county, Lord Powis contributing largely, and also providing the building accommodation, as well as letting his farm at a low rent, to induce a competent man to take charge of the school, and give room in the house for pupils. Both cheese and butter-making are taught here for six months in the year, and several landowners, Lord Powis, Lord Sudeley, Mr. Humphreys-Owen, and others, have sent several of their tenants free of expense. The school has also provided the teaching staff for conducting the butter demonstration classes in various centres of the county for the County Council, having this year undertaken five classes at different centres with 10 pupils each. So far as butter-making is concerned, an appreciable difference in the quality of the butter made, has taken place; but it is to be regretted that more advantage is not taken of the cheese instruction, the county being well adapted for producing a much better cheese than is done. The tenant and cheese instructor of the Sylfaen Dairy School this year at the Royal Show at Chester, took two first and two second prizes for cheese, the value of the prizes amounting to 60*l.* The chief difficulty and drawback for the country districts is marketing the small produce—butter, eggs, poultry, garden produce, &c., and until the railway companies and the Post Office are induced in a much larger degree to give better facilities for bringing these goods at much lower rates direct to the consumer, agricultural education will be severely handicapped. I am not aware that any system of profit-sharing between landlord or tenant, or employer or employed, has been tried in this district; neither, I believe, is there any organised system of co-operation. I know, however, a few farmers sometimes join in the purchase of manure, &c., &c., mainly with the object of getting a lower rate of carriage. It is also quite common for farmers to assist each other on thrashing days, and to move heavy loads. They sometimes join, too, in the purchase of expensive implements, though as a rule these are hired out by the owners. Sometimes farmers join in the purchase of a bull or a ram. On the Powis Castle estates it has been the custom for the last few years to buy large quantities of manure for both landlord and tenants, subject to an analysis of the bulk equalling that of the sample which has also been analysed free of cost to the tenant, his Lordship also undertaking the sowing of the manure for the tenant free of cost. Valuable pedigree stock is usually insured, but ordinary farm stock and crops only to a small extent, and that against fire only. I am not aware of any combination in the nature of

Chairman—continued.

a trade union amongst either landlords, tenants, or labourers. The labourers and small farmers mostly all join some club or benefit society; and the Welshpool Savings Bank and Post Office Savings Banks are also used by those wishing to be thrifty. On this estate we have two clothing clubs and one coal and shoe club, and another is to be started next year, which each labourer is entitled to join, and to whom a bonus is given at the end of the year. Life assurance and building societies are little, if at all, used. There is only a small percentage of peasant proprietors in this district, and I believe they are gradually decreasing in number. Many of their holdings are mortgaged, and as a rule those freeholders are no better off, if as well, as the tenant farmers. I do not remember any case of a tenant farmer having bought his farm, though possibly there may be some few instances in this neighbourhood. When any small holding has been sold from this estate, the tenant has always had the first offer, and recently there have been two or three instances when the tenants have so purchased, though in one instance shortly afterwards, the purchaser implored Lord Powis to take it back again, as his mortgagee was increasing the rate of interest, which he said he was unable to pay. In my opinion I should say the cause of the decrease of these small freeholders is the difficulty of earning a living on them, from the low price of produce, coupled with the scarcity of work in the neighbourhood which helped to keep them in occupation when there was no work on their farm; another cause has undoubtedly been the expense of keeping up and repairing the house and buildings. Tenant farmers and their wives nearly all work very hard, as a rule much harder than the labourers, in many cases availing themselves of their children's labour also. In times of depression, such as we have been recently going through, there are no doubt cases where the children do not get paid. But rarely is it with thrifty people that when the time comes the children are not able to be started on their own account. I believe there is just as great a portion—if not greater—of the children of the agricultural classes started with something to the good, as there is in any other commercial pursuit. In some cases fixed wages are paid, and the children encouraged to save their money. I should certainly think that more than half of the farm labour is done by hired labour—the married men living in cottages, and the young men and boys being boarded in the houses. Wages vary according to the capabilities of the men, and according to what other perquisites are allowed. Single men and boys get from 8*l.* to 24*l.* per year and their board. Married men generally get cottage and garden free, and from 12*s.* to 18*s.* per week in cash, and an additional sum equal to 5*l.* in harvest. Coal and fire-wood carted free, besides many other little advantages. Wages have undoubtedly been rising for the last 50 years, and now stand higher than they have ever been—probably, most probably—higher in proportion to the work done, and to the hours of labour. In the farm houses the meals are

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Chairman—continued.

taken, and the evenings spent in a large kitchen, the bedrooms usually being overhead, and as a rule well fitted up. I think there is a gradual improvement with reference to cottage accommodation in this district. On this estate it is the aim to give every labourer a cottage and garden, and when required, land. The cottages are well situated for the work of the farms, few men having long distances to walk. Most of these cottages have three bedrooms upstairs, with one living room and one working kitchen downstairs; and such cottages as do not provide such accommodation on this estate, are gradually being pulled down and replaced with new ones, in accordance with the plan now put in. Many of those cottages are taken direct from the owner of the estate, though with the larger farms, the cottages are let to the tenants of the farms, to be sub-let by them to the labourers for the time they are employed on the farms, a month's notice being necessary on either side to terminate the tenancy. With regard to the relative standard of comfort, I should certainly put the small freeholder at the bottom of the scale, not only as regards house accommodation, but also having reference to diet, and opportunities for improvement. Many of these houses are in a dilapidated state, their life is a round of slavery and poverty, and

Chairman—continued.

unless they get by chance some employment outside their own holding, comfort is out of the question. Next, I should place the small tenant farmer who, I consider, is a degree better off than the small freeholder, in that he gets better house and building accommodation. The labourer would, in my view, come next: he knows what his income is, his wages are paid regularly, and he has no anxiety about rent day, bad weather or inferior crops. As I have already said, there has been a gradual improvement in the standard of comfort during the last 50 years. On this estate all the estate labourers, except the farm and garden men, within the last three years have been allowed to leave work at 1 o'clock on Saturdays. The farm and garden men could not then leave their work, but they have been given a rise of wages (1s. a week) to compensate them. There has been some migration of labourers to the mining and manufacturing districts, who have been attracted by higher wages, and possibly who have been affected by the increasing difficulty of getting a living out of the land. Very few farmers, I fear, take the trouble to keep a diary or set of accounts. Below is given a short abstract of Lord Powis's Home Farm Accounts, for the three years 1879, 1891, and 1892:

Year.	Amount of			Capital employed.	Receipt.	Expenditure.											
	Rent.					Cost of Labour including Estimated Value of Labourers' Food and Perquisites.	Estimated Value of the Unpaid Services of Farmer and his Family.	Profit.	Loss.								
	£.	s.	d.	£.	s.	d.	£.	s.	d.	£.	s.	d.					
Lady Day 1879 to Lady Day 1880.	1,431	6	0	5,000	0	0	7,009	2	9	695	17	0	None.	146	14	7	—
Lady Day 1891 to Lady Day 1892.	1,468	10	0	5,000	0	0	6,004	10	3	860	0	6½	None.	723	11	1½	—
Lady Day 1892 to Lady Day 1893.	1,465	18	0	5,000	0	0	6,065	11	4	909	10	2	None.	404	1	6½	—

In my opinion the agricultural depression began in 1879, which was a very cold and wet year; farmers losing heavily through crops failing, sheep dying of fluke, and cattle not doing well. Since then the low prices of all produce and the increased cost of labour, have caused the depression to continue. I believe the only true remedy for meeting foreign competition and making agriculture in this country profitable, is to equip every farm with good buildings, giving plenty of accommodation, increased and better production of both stock and crops at less cost than at present. I would say a fair rent (dispossessed of any technical meaning) should be the starting point. Agricultural education by and by will play an important part, so long as such education is applied practically. Taxes will have to be more evenly distributed, land now paying more than its fair share, railway facilities increased and their rates lessened, the Post Office should convey small produce at low rates, and last but not least, the

labourer will have to take a more intelligent interest in his work, drink less, and do more work for his money. While believing that it would be unwise to extend the Agricultural Holdings Act so as to afford tenants more opportunity for carrying out permanent improvements, thinking that all such should be effected by the landlord, I would give powers under the Act so as to lend money by the State to landowners for carrying out permanent improvements at a much less rate of interest than it can be at present obtained, as well as give compensation to tenants on a more comprehensive schedule than the present Act provides for, do away with the dissimilarity as to notice of claim, and give more freedom for proper cultivation of the land. The relationship between landlord and tenants on this estate is of the most cordial and friendly character, and I believe the same remark, so far as I am aware, applies to the whole of the county. The appointment of a land court would, I believe, destroy this friendly relationship, do

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away with the mutual confidence now existing, and would not arrive at more equitable rents than the present system. With confidence between landlord and tenant destroyed, and a rent fixed arbitrarily, the landlord will certainly not be encouraged to make these large permanent improvements, which in the past he has done, and neglect and carelessness will ensue. In my opinion it is most undesirable to set up a tenant's interest in improvements of this character, and the landlord's selection of a tenant—one of, if not the most important feature, with relation to the whole question—would, if set up, be restricted, and the only thing likely to arise from a land court would be constant litigation, doing incalculable harm, and be of no advantage to either landlord or tenant.

Sir John Llewelyn.

66,175. You have given us some very interesting figures and calculations. Would you tell us whether the reductions of rent on the estates you represent were uniform for all the holdings, in the per-centage?—No.

66,176. Then it was a re-valuation of each farm individually?—Yes.

66,177. In your evidence did you give us the aggregate?—Yes.

66,178. The total reduction equals 18 per cent. Is that it?—Yes, over the whole estate.

66,179. Are the abatements that have been made upon the reduced rents; there have been abatements since?—Yes, certainly.

66,180. Have they been upon the reduced rents?—Yes, certainly.

66,181. You spoke of "fair rent dispossessed of any technical meaning." You say that should be the starting point. That is a fair rent arrived at by mutual freedom of contract between landlord and tenant?—Certainly.

66,182. Have you ever had any difficulty in arriving at that rent?—Not at all.

66,183. May I take it that that is based upon an average of seasons?—Oh, yes.

66,184. Taking good and bad together?—Certainly.

66,185. And probably based upon the experience of the past?—Certainly.

66,186. Do you also in that take into consideration the prospects of the future?—I do.

66,187. You have put in an agreement. No doubt you consider that to be perfectly applicable to your own neighbourhood?—Yes, I do.

66,188. Do you think you could have one standard agreement which could be applicable to the whole country?—I do not. I do not think it would be possible.

66,189. Do you think you could have one standard agreement which would be applicable to the whole county?—I doubt if you could.

66,190. Do you know any conditions that differentiate land in Wales from land in England?—No, not at all.

Sir John Llewelyn—continued.

66,191. You consider the conditions are approximately the same?—Certainly, only somewhat worse in England.

66,192. I daresay you have very large variations of value of land here: some mountain land and some good sound pasture land in the valley?—Yes, certainly.

66,193. And I think, if I followed you rightly, that Lord Powis finds the seeds?—Yes, that is so.

66,194. Is that the custom in this neighbourhood, or is that singular?—I cannot speak as to every estate.

66,195. Have you any custom of the country or of the neighbourhood?—I should not think it is altogether customary.

66,196. Have you a custom by which you go?—No. I have done that because I think the landlord ought to do it.

66,197. But is there such a thing as a custom of the county of Montgomery?—I do not think it is very clearly defined.

66,198. Not like some of the customs of adjacent counties?—No.

Professor Rhys.

66,199. With regard to agricultural education and dairy school teaching, and so on, you consider that has done a great deal of good?—A very great deal of good.

66,200. And you think it continues to do so?—I am sure of it.

66,201. And with regard to the cheese that won those prizes, was that in competition against the so-called Cheshire cheese?—Yes, it was at Chester, and was Cheshire cheese, that is to say, made upon the Cheshire principle.

66,202. I see that the cheese made in Flintshire goes a good deal into the same market, and then they call it Cheshire cheese too. I hope the Merionethshire and Flintshire cheeses may so well establish their own reputation as to come to be known by those names. Would you consider it desirable to multiply the number of small freeholders?—I think the proportion on this estate is a very large one.

66,203. Small freeholders I refer to?—Oh, no.

66,204. Do you not think it would be an element of stability in the country if there were more people with an interest in the land as owners?—Oh, yes, I do.

66,205. But you do not see much chance of it?—I think so; yes.

66,206. I mean your account of the present small freeholders is not a very encouraging one?—No, it is not.

66,207. You think they are not doing very well?—No. I think where their holdings have been mortgaged they are worse off under paying interest on their mortgages than under the present rents paid to the present landlords.

66,208. That I should imagine; but are they in many cases heavily mortgaged, do you think,

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[Continued.]

Professor Rhys—continued.

those that you know?—I know of some. I do not think there are any very great proportion.

66,209. Where they have bought, have they borrowed the money, or have they inherited?—Bought with borrowed money.

66,210. And they have never been able to pay off the mortgage?—No.

66,211. But do you know any that were inherited from father to son without any mortgage at all?—I have no case at present that occurs to me. I am not able to point to a case at present.

66,212. Would they be able to meet the bad times?—I do not think they are, so well as those paying rents.

66,213. Then, is the labour on the estate done mostly by labourers or by servant men or both? Do the farmers keep servant men?—Oh, yes.

66,214. Besides labourers living in their own cottages?—I do not quite understand your distinction.

66,215. Labourers would live in their own cottages, would they not, on the farms or in the villages?—Yes; but also, I should take it, that the labourers might live in the house.

66,216. But by servant men I meant chiefly unmarried men living on the farm?—They would live in the house.

66,217. You heard Mr. Rogers' evidence this morning?—Yes.

66,218. You have much the same arrangement that he spoke of?—Yes, I think so.

66,219. Then with regard to the fare of the farmer and his people. You heard what he said?—I forget the point.

66,220. He said that he had an early breakfast, and what he called a bait, and a dinner, and an afternoon meal, and a supper, with meat at every meal excepting the early breakfast. Is that putting the standard a little too high?—Well, Mr. Rogers is so very kind. I think he gives probably more than is the general rule.

66,221. You think that he is a little above the average?—It occurred to me so at the time.

66,222. That is what I wanted to know, but I suppose in the face of all the competition of the works and manufactures you have to treat the labourers very well?—I think so.

66,223. The cottages are rapidly improving, you say?—Yes.

66,224. Have you any reading rooms in the villages?—Yes.

66,225. We have been told here and there that people are induced to go to the towns and to the populous districts because they have nothing to attract them in their own rural districts in the shape of reading rooms and recreation grounds, and so on?—I think there is a reading room in Montgomery, but I should not like, of course, to attach the name of village to Montgomery.

66,226. But in the small villages?—I think there are some, but I am not able to point them out.

Professor Rhys—continued.

66,227. I think you suggested among the improvements you wish to see that the labourer should take a more intelligent interest in his work, drink less, and do more work for his money. Was it the labourers or the farmers as a whole that you referred to?—The labourers as a whole I referred to. What I meant by that is that it is too common in the country to give drink in addition to the amount paid in wages. It would be very much better to have the whole in money. It leads to temptation.

66,228. Is it an old custom of the country?—It is.

66,229. And you think the sooner it is put an end to the better?—I do.

66,230. And that people should be paid in money?—I do.

Mr. Grove.

66,231. In your summary of rental and expenditure I suppose your "new buildings and repairs" covers the repairs of all the buildings on the estate?—Yes, that is so.

66,232. Then you say, "Taking the rental less cottage rents of 5*l.* and under at 18,000*l.*," the repairs will be 23 per cent.?—That is on the 18,000*l.* only.

66,233. But if you have taken in paragraph 4 the full amount of expenditure on the buildings and repairs, I conclude that in that you have also put the expenditure on your cottage property?—There was very little expenditure on cottage property up to the time that was made.

66,234. But still whatever there is, is included in that?—That would be so.

66,235. In my experience of cottage property there is a good deal of expenditure on it generally. I mean it is a class of property that certainly does take a large amount of expenditure, but still that, you think, would be a matter of no large importance?—No, it would not.

66,236. Then I take it you are very much in favour of field experiments?—Oh yes, very much.

66,237. You think they may be productive of great good?—Yes, I think so; they have been of great good in this county.

66,238. Then as to this dairy school, were the tenant farmers of the district interested in that at all?—There are one or two tenant farmers on the directorate.

66,239. It would be desirable, would it not, to have as many tenant farmers as possible in touch with a matter of that sort?—Undoubtedly.

66,240. Do you think they take sufficient interest in it? I ask the question for this reason, not in any unkind way towards the tenant farmers of your county, but in some cases we have found that the tenant farmers were just a little backward in trying new experiments. That would apply here probably?—I think that applies here generally.

66,241. I mean tenant farmers are sometimes too conservative in that sense at any rate?—I

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Mr. Grove—continued.

am bound to say that the question of these experiments with regard to dairying, manures, and so on, in this county have been taken up most admirably by the farmers, and they have shown a very great deal of interest in it by conducting some of the experiments themselves at their own cost.

66,242. That is very good news indeed, most excellent. Then you seem to say that the railway companies ought to give better facilities. You complain of the railway rates being high?—I think they are too high.

66,243. Do you know whether they charge more than they are entitled to by their maximum powers?—I am speaking of the maximum powers.

66,244. You know, of course, of this little book published by the Board of Trade which tells you everything about it?—Yes.

66,245. Then as to the Post Office facilities. Are you aware of the system in Germany whereby small parcels of farm produce are sent from one end of Germany to the other with the greatest facility?—No, I was not aware of it.

66,246. That is so there, and it is a matter that we shall have to take very carefully into consideration. Then you speak of the analysis of manures and so on. Has the County Council appointed a county analyst under the Fertilisers and Feeding Stuffs Act?—Yes, it has.

66,247. Do you think that that will be productive of good?—I think it would be if a separate analyst were appointed for the county.

66,248. Have they not appointed one yet?—Yes, they have appointed one in connexion with the Aberystwith College.

66,249. Do you know what fee they charge the tenant farmer for a sample?—I think it is 2s. 6d.

66,250. That is the same as in our own county. Do you consider that a cheap fee and such as ought to encourage the tenant farmer to send in his stuff for analysis?—I go much further than that. I should like to see the county analyst situated in the county. I should like to see him not situated at a considerable distance out of it; and also for the county analyst to attend the chief markets in his particular county, so that he might come more in touch with the tenants and the farmers than he possibly can do situated out of the county and 100 miles away.

66,251. That would mean new legislation or something of that sort, would it not? You want him also to act under the Food and Drugs Act and take samples under that Act?—I think it is quite possible to provide for it under the present Act in this way. The grant which is given to the County Council for education might have been given for the payment of the county analyst.

66,252. In one paragraph you say that Lord Powis was induced to take a farm back again? Oh, no.

Mr. Grove—continued.

66,253. To buy it back again?—Not induced. He was asked to.

66,254. I beg your pardon: You said “was implored to take it back again”?—Yes, “implored.”

66,255. Do you know the rate of interest that was charged for that money?—No, I do not.

66,256. Then you speak of Lord Powis' home farm. What is the acreage of the home farm?—960 acres.

66,257. Did you charge in that account the interest on capital employed?—No, we charged rent.

66,258. What rent did you charge?—I have given the rents for those years as shown in that statement. It is roundly 1,450l.

66,259. Then you did not charge anything for the value of the farmers' services?—No, simply because that is charged against the farm as being the salary paid for the bailiff.

66,260. Do you put forward that statement as showing a comparison between what you do with the home farm and what an ordinary tenant farmer may be supposed to do with his farm?—I do.

66,261. Then you pay the bailiff a salary for certain purposes and certain duties. Do those duties solely apply to the home farm?—Solely.

66,262. Solely to the home farm?—Solely.

66,263. Then as to the value of stock and produce. Is the value of the stock and produce an absolutely realised figure in cash?—Yes.

66,264. It is?—Yes.

66,265. Do not you send produce from the home farm to the mansion?—Yes.

66,266. How do you do with that?—Charge it exactly at market prices, certainly.

66,267. So that we take it from you that these have been charged at the market prices?—Yes.

66,268. Then do we take it from you, seriously of course, that you think that a tenant farmer farming under the same conditions could produce the same result as you have produced in that home farm?—What I say is this, that this has been done, and the accounts have been most accurately kept for a very large number of years. I have a statement with me in which I can show you the profits upon the home farm for a number of years from the year 1879.

66,269. That averages 300l. a year?—Yes.

66,270. And there was a year when they lost 550l.?—Yes. That was because there was a very great depreciation in stock that year.

66,271. There was no cattle disease or anything of that kind in that year?—No.

66,272. Suppose there had been a loss by that, you would have charged it?—Quite so. During that year the reason of that loss was entirely depreciation of stock. It is nearly the whole of that figure.

(The following statement was handed in):—

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Mr. W. F. ADDIE.

[Continued.]

Mr. Grove—continued.

"POWIS CASTLE ESTATE.

"PARTICULARS of HOME FARM ACCOUNTS, from 1879 to 1894, inclusive.

Year.	Amount of Rent.	Capital employed.	Receipts.	Cost of Labour.	Estimated Value of the Unpaid Services of Farmer and Family.	Profit.	Loss.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.		£ s. d.	£ s. d.
1879	1,426 2 0	5,000 0 0	6,106 9 8	684 14 8	None.	61 19 10	
1880	1,431 6 0	5,000 0 0	7,009 2 9	695 17 0	"	146 14 7	
1881	1,461 4 0	5,000 0 0	7,199 12 1	701 8 5	"	217 11 0	
1882	1,471 4 0	5,000 0 0	6,726 4 7	651 10 3	"	276 2 7	
1883	1,458 12 0	5,000 0 0	7,602 16 0	693 7 0	"	654 16 1	
1884	1,463 16 0	5,000 0 0	7,735 10 6	771 8 10	"	576 19 9	
1885	1,466 14 0	5,000 0 0	6,986 17 10	775 0 8	"	11 3 2	
1886	1,467 6 0	5,000 0 0	5,597 8 8	769 11 4	"		551 17 5
1887	1,469 6 0	5,000 0 0	5,932 2 9	730 14 8	"	26 5 10	
1888	1,469 6 0	5,000 0 0	5,421 18 1	690 0 2	"	342 19 10	
1889	1,469 6 0	5,000 0 0	6,351 11 2	739 9 4	"	1,031 6 5	
1890	1,469 6 0	5,000 0 0	6,388 11 6	767 13 6	"	744 10 3	
1891	1,468 6 0	5,000 0 0	5,594 10 3	758 17 7	"	542 1 0	
1892	1,468 10 0	5,000 0 0	6,004 10 3	860 0 6	"	234 11 1	
1893	1,465 18 0	5,000 0 0	6,065 11 4	909 10 2	"	404 1 6	
1894	1,465 18 0	5,000 0 0	5,396 1 0	902 0 7	"	138 17 1	
	23,389 0 0	80,000 0 0	102,118 18 5	12,301 4 8	—	5,408 16 0	551 17 5
				Deduct loss		551 17 5	
				Profit		4,856 18 7	

"Receipts average, 6,382*l.* 8*s.* a year. Labour average, 769*l.* a year. Profit average, 303*l.* 11*s.* a year."

66,273. Did you know a gentleman of the name of Captain Mytton?—Yes.

66,274. Did he keep a home farm?—I think he does.

66,275. Was it not at times acknowledged by him that he found his home farm very expensive and that he lost money by it?—I cannot say.

66,276. In getting at the "fair rent" dis-
"possessed of any technical meaning," do you think it is possible that the rents might be based upon the price of agricultural produce?—I think it would be an exceedingly difficult business, and I think the plan sketched out here is quite a fair one for both the tenant and the landlord. I mean the tenant seems to me in fixing this rent to have quite as much advantage or rather more—very often, rather more—than the landlord, because, before coming to a decision as to the amount of rent which he will give for it he usually makes two or three valuations—two or three journeys—over the farm, not only by himself, but accompanied by perhaps three or four other people, and the result is that he knows thoroughly well what the value of the farm is, certainly much better than any outside person can do, and it seems to me when valuations are made like that the principle is a fair one for both sides.

66,277. But the value of a farm would be the value of its produce, and if a sliding scale could be arranged between landlord and tenant, would it not seem to afford a basis of arriving at something like a fair state of things?—It seems on the face of it that that would be so, and I know

that is advocated, but I have never seen yet but that it would be an exceedingly difficult business to arrive at. Theoretically it seems correct, but whether it would work out practically or not, I am not quite sure.

66,278. Let me tell you that we have had an agreement put in of that nature; it is actually at work, and evidence has been given to us that it is actually working satisfactorily?—Yes; I have had no experience of it.

66,279. Why should the relationship between landlord and tenant be disturbed by a land court. Suppose we had a land court, or whatever we liked to call it, I take it that Lord Powis would agree through you with all your tenants without going to the land court at all. You could surely agree to fix the rent and the conditions of farming and the method upon which the farm should be carried on; then there would be no need to go to this court. Why should it necessarily follow that the relations should be disturbed and the confidence, as you put it, between landlord and tenant should be destroyed?—Your argument seems to suppose that it could be fixed without the court. If so, why have the court if it can be fixed without it?

66,280. But I do not say that it can be fixed in all cases. We have had evidence, certainly, that there are most admirable landlords, most sympathetic with the tenants. Surely there may be a few landlords who would come under the operation of the court, but we may take it that the bulk of the business would be done outside the precincts of the court altogether. Why does it follow that this confidence between landlord and tenant must be destroyed?—Because its mechanical operations will be likely

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[Continued.]

Mr. Grove—continued.

to destroy the present interest taken by land-owners in their tenants and improvements, and in my opinion tenants generally would prefer very much to be without it.

66,281. If the thing is so arranged, it could surely be so worked?—It is certain, generally, working well without it, and I do not believe it possible by statute to create a plan to work generally better.

66,282. This is principally an agricultural county, is it not?—Entirely.

66,283. And you are aware that the population has very largely decreased between 1881 and 1891?—I think it has, yes.

66,284. To the extent of 11 or 12 per cent., certainly?—Yes.

66,285. Would you suppose that that decrease is in consequence of the depression in farming, and not being able to employ as much labour on the farms as usual?—To some extent I should imagine that that has been so, as well as the attraction from the higher wages given in South Wales in the commercial districts.

Mr. Richard Jones.

66,286. You say there is co-operation between landlord and tenant in laying down land to permanent pasture on the Powis Castle estate?—There is co-operation in the sense of the landlord finding all the seeds and the tenant laying it down.

66,287. That is a well-known rule on the estate?—Certainly.

66,288. Supposing that any tenant wishes to lay down permanent pasture, if he only applies to the landlord the landlord will supply the seeds, and the tenant will prepare the ground?—Oh, no, there must be some limit, of course; and not only that—there must be some common sense attached to it.

66,289. That is what I wanted to know?—It is mutually agreed between landlord and tenant what land should be laid down, but I am not aware of any case upon the Powis Castle estate in which that has been refused during the last eight years.

66,290. You say that the cultivation of the land by a freeholder would not very favourably compare with land adjoining let from year to year. Have you any cases in your mind?—I say: "The houses or buildings on the expiration of the lease are in bad and poor condition." You said "by a freeholder." That is a mistake.

66,291. I beg your pardon; cultivation by a leaseholder?—Yes, I have some cases in mind.

66,292. Several?—Yes.

66,293. Can you assign any reason why it is so?—Simply because I think they have not carried out their conditions under the lease.

66,294. What conditions?—The conditions as to repair of their buildings, and also farming properly.

66,295. Then you say: "The cultivation of the farms generally let from year to year under agreements which are intended to be as wide as possible, and with Lord Powis never refusing any point outside of the agreement which could enable the tenant to make the

Mr. Richard Jones—continued.

"most of everything in the county is such that it will bear favourable comparison with any other part of Wales or anywhere else." Does that apply to the sale of straw and hay?—Yes.

66,296. Are there many cases where you get applications for selling straw and hay?—Yes.

66,297. Last spring, for instance?—Yes, certainly.

66,298. Where it would answer the tenant farmer better to sell the hay and straw than to consume it?—Yes.

66,299. And you granted him permission?—Certainly, taking care to have brought back on the soil the manurial value of what was being sold off.

66,300. In the paragraph in which you speak of coping with foreign competition, do you mean to refer to the dispensing with the middleman when you talk about its being possible to grow everything upon each farm?—What I mean rather to imply is this, that a great deal of improvement yet, I think, may be made upon the grass lands of the higher farms, and so provide the stock suitable for the consumer without perhaps going to the lower districts.

66,301. Going where?—To better-class farms.

66,302. You mean to buy stock for the upper farms?—Yes.

66,303. Do you mean that the farmers on highly situated places do not rear the stock—that they actually go down to the lower farms for their stock?—Oh, no; I think that upon poor lands it is quite possible to improve those poor lands to a higher degree than they are at present with the view of providing stock in a better condition than they are at present.

66,304. But an eye must always be kept upon the situation of the land?—Oh, certainly.

66,305. In speaking of your dairy school, you say, "Several landowners, Lord Powis, Lord Sudeley, Mr. Humphreys-Owen, and others have sent several of their tenants free of expense;" you mean, I suppose, the daughters of tenants?—Yes, I ought to have said that certainly.

66,306. As to co-operation, you say: "Sometimes farmers join in the purchase of a bull or a ram." That would refer to the costly Shropshire rams?—Yes.

66,307. Are there many instances of that?—Yes, I think so. I said bulls or rams in my evidence.

66,308. How are the clothing and shoe clubs managed?—They are managed by the participators in the shoe club paying so much a fortnight, I think, at different centres, and a bonus is given by Lord Powis to each contributor per year; a bonus of 4s. 4d. per year.

66,309. Who sit upon the committee; who manage the club?—It is usually managed through the estate office.

66,310. What do you mean by the paragraph where you say, "I believe there is just as great a portion, if not greater, of the children of the agricultural classes started with something to the good as there is in any other commercial pursuit"?—What I mean is this. I believe there is as great a proportion of tenant farmers

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[Continued.]

Mr. Richard Jones—continued.

who start their sons in farms, and start them well, as there is in any other industry.

66,311. But you are not in a position to know whether they borrow money to start with?—I am in a position to know that they have done very well on the farms when they have got there, and I am in a position also to know that they have not borrowed money, if I may believe the statements of the tenants.

66,312. Do you get many applications from farm labourers for farms?—Well, most of the farm labourers on the Powis Castle estate, at any rate the estate labourers, and some of the farm labourers, have both cottages and land, and we never think of employing a labourer unless giving him the option of having both a cottage and land.

66,313. Have you many cases of labourers rising from the status of a labourer into that of a tenant farmer?—Yes, we have some.

66,314. You take some pains to inquire into his character, of course?—Most certainly.

66,315. Then you say: "Last but not least, the labourer will have to take a more intelligent interest in his work, drink less, and do more work for his money"?—What I had in my mind when I said that was this. One of Lord Powis' foremen at present attended the classes at Pool Quay. He has been able to take a little more land. He was also able, through the knowledge which he gained at that class, aided by Lord Powis and through the instrumentality of the Bangor College, to gain a good deal more information about land, and even at the last two horticultural shows, where a prize was given for the distinction of grass seeds, he was awarded the first prize on both those occasions. That was only a labouring man, and there can be no question in consequence of the information he gained at that class he is a much more intelligent workman, and does his work a great deal better.

66,316. In dealing with the means of meeting foreign competition you suggest for one thing, "to equip every farm with good buildings, giving plenty of accommodation, increased and better production of both stock and crops at less cost than at present." Do not you think that stock and crops are raised by the farmer at the minimum of cost at present?—I believe they can be raised at still less cost even than at present.

66,317. How?—I think I may illustrate that by the difference now and in 1879 and 1880, and the much less cost of manure and feeding stuff since that period. There can be no doubt about it that by the spread of education the value of manure and feeding stuff and how to apply such manures and properly use feeding stuffs is much better understood now than formerly; and that manures and feeding stuffs are also much cheaper than formerly.

66,318. But do you think the cost of labour is likely to decrease?—I am not sure as to that. It has risen, I know, very largely.

Mr. Richard Jones—continued.

66,319. Yes, it has risen since 1879?—I believe the labourer will have to do more work, and will have to do it better than he does.

66,320. But there is not much prospect of its being less, is there; there is not any prospect of the labour being less?—No, I do not suppose so.

66,321. Are there any restrictive clauses in Lord Powis' agreement as to cropping?—I do not know what you call restrictive clauses.

66,322. Such, for instance, as that the tenants have to farm on the four-course system or any other system?—Yes.

66,323. I see you advocate more freedom of cultivation?—I do. I give every possible freedom so long as the man farms well.

66,324. Is there freedom for the farmer to farm as he likes according to the agreement?—I think many of them farm much better than the agreement. I am glad to testify that.

66,325. What do you mean by saying that?—I mean to say this, so long as a man is farming well and keeping his farm in good heart and good order, I am sure Lord Powis would not take any action under any of these clauses if it was considered restrictive.

66,326. Suppose a farmer is farming, we will say, better than the agreement and that he took the liberty to farm as he liked, and supposing that he by some means or other gave offence to the landlord and had to leave. In a case of that kind would you enforce the restrictive clauses against the tenant?—Certainly not. He would be considered fairly upon the merits of the case, as he always has been upon the Powis Castle estate.

66,327. Still you would have the power?—I should hope I should use common sense about it.

66,328. But that power may be abused in some cases, possibly not by Lord Powis?—I do not think by any other landlord as well. I did not specially mean Lord Powis.

66,329. Would you go as far as to say that every landlord managed as well as Lord Powis?—I think there are a great many instances where the estates are managed just as well.

66,330. Possibly there are instances where estates are not managed so well?—Probably.

66,331. Then in those cases the power may be abused?—Yes, of course.

66,332. I think you mentioned something about "fair rents dispossessed of any technical meaning." How do you arrive at a fair rent?—In the way I have indicated already to the Commission. On my own behalf I should make always a field valuation of the farm; then I think the tenant also makes a valuation of it assisted by those who know the farm very well and by other friends, and I have never had any difficulty when we came to meet in arriving at what has been the fair rent, what has been the rent which he has agreed to pay, and which he has considered fair.

66,333. But you would be an interested party?—So would the tenant. He would be interested

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Mr. Richard Jones—continued.

exactly just as much as the landlord—rather more so.

66,334. But when the tenant makes an offer he knows that there are plenty who are ready to give more for it?—I should not let the question of the highest bidder influence me at all.

66,335. You would make inquiries?—I should make it part of the consideration, of course, as any one with common sense would, but I should certainly make it a subordinate consideration.

66,336. Do you know Llyssin Farm?—Yes.

66,337. What was the rent of Llyssin Farm in the time of the Gardiners?—I cannot say. I could easily get it for you if you wish it, because my instructions from Lord Powis are to put before the Commission the very fullest information upon every point that may arise. I have not the information with me, but if you wish it I shall be pleased to get it for you.

66,338. We shall be very pleased if you will hand it in?—Very well, I cannot get it to-day, of course.

66,339. Do you know how many tenants have been there since the Gardiners left?—I do not.

66,340. Have there been four or five?—I cannot say.

66,341. Will you kindly hand that information in as well?—Yes, I will.

66,342. And also the amount of rent which each tenant paid?—I have no objection.

66,343. What is the present rent of the farm?—I cannot be quite certain. I should not like to speak definitely about that. I can easily give it you.

66,344. I believe you are a Churchman and a Conservative?—Yes.

66,345. Have you been so all your life?—Yes.

Mr. Griffiths.

66,346. You say that the tenants have done the hauling for the pipes and materials for new buildings. Have you any period of exhaustion for that hauling suppose a tenant leaves shortly after doing it?—I am afraid I do not understand your question.

66,347. I mean when the tenant has done much hauling in the way of drainage, have you any period of exhaustion for that expenditure, have you any scale?—No, I cannot recollect a case of that kind coming under me.

66,348. You have no schedules of any kind?—No.

66,349. You say seeds have always been found for the tenant to lay down the land?—I think so. It certainly has since I have had the management of the estate.

66,350. Do you bind the tenants down not to break up that land afterwards?—Yes.

66,351. Did you give us the acreage of this home farm?—Yes, 960 acres, made up in this way. It is 960 acres, 200 of which are arable, 200 of good pasture, 100 meadow, and 460 all high park land.

66,352. Do many of your cottages have land attached where the labourer may keep a cow?—Yes, a great number. I have given the particulars here.

Mr. Griffiths—continued.

66,353. Do you find they are doing well as a rule?—Yes.

66,354. More so than the tenant who has only a cottage?—I do not quite know how to answer that question.

66,355. I ask you whether you find a man who has a cottage and keeps a cow is better off than a cottager who does not?—I think when he has a large family it is very desirable that he should have land for a cow, and I think he would be much better off with it than without it.

66,356. You have given us a sketch of a kind of model cottage. Can you give us the cost of erecting such a cottage?—Yes, 200*l.* at least; they are built in pairs. 400*l.* is about the average cost.

Lord Kenyon.

66,357. That is of the double cottage?—The double cottage.

Mr. Griffiths.

66,358. That means 200*l.* each?—Yes.

66,359. I see there is a dairy sketched on the plan. Are the dairies on the farm built on the same system as you have adopted here. Much better; much larger, of course.

66,360. I see the dairy is open to the living room, or rather opens out of the living room?—Not really from the living room.

66,361. The kitchen?—But that is merely a cottage, of course.

66,362. Does Lord Powis keep any bulls and entire horses?—Yes.

66,363. For the use of the tenants?—Yes. At the home farm we keep a bull entirely for the use of the cottagers, and also a shire horse has been sent into the upper districts for the benefit of the farmers.

66,364. Do you make a charge?—There is a nominal charge of 5*s.*

66,365. Do they avail themselves of it?—Yes, they have done.

66,366. Is there any improvement in their stock. I think so.

66,367. May we take it that the position of the tenants and the labourers on this estate might be the average position of the farmers of this neighbourhood?—I should think so.

66,368. And the labourers?—I think so, yes.

Mr. Brynmor Jones.

66,369. I think we are all indebted to you for your very clear evidence, and I am very sorry that I must ask you any questions at all; but there are one or two matters that I should like to ask you information about. Is Lord Powis lord of the manor of Caereinion Iscoed?—I think so.

66,370. Is there any waste or common land in that manor now—unenclosed I mean?—I do not know whether there is or not at present. I am not able to say quite.

66,371. I have got here a private Enclosure Act of the year 1810, from which I gather that

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the tract of territory containing about 7,000 acres, called Baerwen, was enclosed. Under that Act the then representative of the Powis estate, or the persons then entitled to the Powis estate, got lands equal in value to one-fourteenth of these 7,000 acres; that was exclusive of the mines and minerals, and exclusive of "what-ever the estate might be entitled unto in respect of their freehold estates having rights of common in or upon the said common or waste land." Can you tell me how much was altogether allotted to Lord Powis?—No; not at the present moment, but we have the award maps in the office. I shall be glad to give you the information if you wish it.

66,372. On this enclosure was any part set aside for recreation grounds or for any public purposes at all?—I am not aware. I am not able to say definitely one way or the other.

66,373. I will not take you in detail over another manor, but there was a manor of Teir-tref?—Yes.

66,374. That was enclosed in 1811, as far as I can make out?—Yes, I think it was.

66,375. Perhaps you can give me similar information in regard to that manor?—Yes, I will.

66,376. Is it the fact that a great number of small holdings in Garthbeibio have been consolidated in recent years?—I do not know of a great number; possibly there may have been some.

66,377. You have been agent since 1886?—Yes.

66,378. Has this process of consolidation been going on since then?—I should not think there has been any; I do not know of any just now; there may have been one.

66,379. I do not think I will delay by putting to you the names of different holdings which it is alleged or will be alleged, have been consolidated, but there are a considerable number of them. Has any such consolidation taken place during your agency?—There may have been, but if so, I think the probability is that others have been created, and on the whole the probability is that there have been more created than there have been thrown together.

66,380. I think evidence will be given somewhere else in the county. Where would the Garthbeibio witnesses come to?—I suppose Llanfair.

66,381. You will be in attendance there, I daresay?—I will; yes.

66,382. Is it the fact that the cottagers in the parish of Llanfair have been in the habit of gathering peat from a certain turbary in that parish?—I do not know at all.

66,383. Your memory does not go back to 14 years ago?—No.

66,384. I mean, of course, your memory as agent?—Certainly not.

66,385. Then I will pass by that case. Have you found that persons have squatted or built small cottages upon the higher mountain land or the waste land?—Oh, yes, there are cases.

66,386. Comparatively recent?—No.

Mr. Brynmor Jones—continued.

66,387. What has been the policy of the estate in regard to such persons?—I do not follow you.

66,388. What has been the policy of the estate in regard to such persons?—In what direction?

66,389. Have they had leases after building their houses, or have they been evicted without any chance of a lease, or have they been induced to pay a small rent, or have they been rack-rented, or what?—Certainly not rack-rented. I think the usual plan has been to pay a very small sum, such a rent as merely to cover the fair rent of the land.

66,390. Are those cottages in good repair now?—No, many of them are not.

66,391. You gave some evidence with regard to there being no custom or no definite custom. I thought I had seen it stated in Dixon's "Law of the Farm" that there was a custom of Montgomery, but I may be wrong?—There are certain customs, but what I mean is this. I am not aware of any custom which is defined by any chamber of agriculture, because there is no chamber of agriculture for Montgomeryshire.

66,392. Is this part of the custom: "The custom is that the tenant on leaving may plough up permanent pasture laid down by himself without the assistance of the landlord"?—I should not think that is the custom after it has been laid down five years. If pasture had been laid down five years it seems utterly unfair to break it up after that period.

66,393. You deny that that is the custom?—I should not have thought it was. I am merely giving my own impression. I should think it a very unwise custom.

66,394. That was not the question I was asking you. I was only asking you whether there was such a custom?—I do not know of it.

66,395. Just one or two questions as to this account of the home farm. The amount of rent you put down for the year 1894 is 1,468*l.* 18*s.* What does that rent mean? What is the acreage of the home farm?—960 acres; so it averages about 30*s.* 6*d.* per acre.

66,396. This is the estimated rental that a tenant would pay a landlord in respect of that farm?—It is the rent which is charged at present against the home farm.

66,397. In arriving at the amount which is charged in the account against the home farm you have assumed, of course, that the farm is let to an ordinary tenant?—Certainly.

66,398. What do you mean by "capital employed"; I see you put a round sum there?—That is about the capital which is employed. That is the valuation of the stock upon the farm.

66,399. The valuation of stock?—Stock and implements. It is the amount of value which is really employed on the farm.

66,400. Then you have a column headed "Receipts." From what source do those receipts come?—From the sale of stock, from the sale of

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[Continued.]

Mr. Brynmor Jones—continued.

sheep, from the sale of wool, and from the sale of some wheat—just such other receipts as there would have been upon any ordinary farm.

66,401. Then in the "cost of labour" you put the actual amount paid to the farm bailiff, or whatever you may call the head man?—The actual amount paid to the labourers. The amount is not paid to the bailiff but is paid to each of the labourers direct through the estate office.

66,402. But you include the salary of the bailiff?—No, not in the cost of labour.

66,403. Why not?—Well, I am not quite certain whether that is in or not.

66,404. It ought to go down, ought it not?—No, because I have adopted this plan in consequence of the suggestion of the Commission, and I rather think that the salary paid to the bailiff is put in the ordinary working expenses of the farm, and that this merely is the cost of labour employed on the farm outside that paid to the bailiff.

66,405. But I do not find any per-centage for repairs, for instance?—Oh, no, but repairs are charged against the farm. These heads, remember, have been suggested by the Commission, not by me.

66,406. Very likely. I have never seen them before, but it is quite possible they have been suggested by somebody. But surely, in a proper profit and loss account, you have to debit the concern with a per-centage for repairs?—We do not do it by per-centage. This profit shown here has been arrived at by charging the actual cost of the repairs per year.

66,407. That is to say, as against the item "receipts" you have deducted the amount you have paid for repairs and farm buildings?—Certainly.

66,408. And renewal of implements?—Certainly.

66,409. Have you deducted also an item of interest on the 5,000*l.*?—Oh, no, we have not deducted interest. We have shown what the profit has been.

66,410. But that is hardly profit, at least it is gross profit, but it is not net profit. In order to arrive at net profit you must surely allow a fair interest on the capital placed in the concern?—I hold that the profit there shows a fair interest on the capital employed. That statement shows it.

66,411. As long as it is perfectly clear, very well. That is what I should call gross profit. Then I see nothing about wages?—It is in the statement nevertheless. I have just said that it is charged.

66,412. Have you taken into account the unpaid services of the farmer and his family?—No, because there is no unpaid service of the farmer and his family. The services of the bailiff and his wife are all charged against the farm.

66,413. Of course if you are looking at the matter as a purely self-sufficing concern, it does not matter whether anything is allowed for the wages of the farmer?—But it is allowed; it is charged against the farm.

Mr. Brynmor Jones—continued.

66,414. Under the head of cost of labour?—No. These heads have been adopted entirely in answer to the suggestions of the Commission.

66,415. I am not attacking you at all. I am merely trying to find out how you arrive at the profit. These columns are so arranged that one does not see the profit as a logical consequence of the preceding columns?—The accounts are so accurately kept, I think, that if you like to indicate what heads you want explained, I shall be quite able to supply answers to your questions.

66,416. I shall be very glad if we can get this. I have asked several times, in vain, for accounts of some actual farm?—Well, here they are.

66,417. That is capital. Then could you show us the debit side as well?—Yes.

66,418. I do not mean now, but if you will make up a little table we shall be obliged?—If your secretary will suggest the heads you wish, I will, with very great pleasure, supply you with the answers. (The witness subsequently supplied a statement of the Powis Castle Home Farm Accounts for the year ending Lady Day, 1893, for which see *Appendix*.)

Lord Kenyon.

66,419. I think all it wants is the debit side?—Exactly.

66,420. It must have been an oversight of the person who drew up this draft?—Well, I do not know who drew this up.

66,421. It is evidently our fault. Now, I only want to ask you one or two questions as you have been under the harrow so long. Are you a County Councillor?—Yes.

66,422. What grant to agriculture is given by the County Council?—The first year, I think, we gave 100*l.* That was then increased to 150*l.* and then I think afterwards there was 70*l.* added to it, which makes for this year 220*l.*

66,423. What proportion does that bear to the whole amount?—I think the whole amount, including the liquor money, as well as the half-penny rate and the sum allowed by the Government, is about 3,500*l.* a year, so that it is 220*l.* as against 3,500*l.* I think, roundly. I am speaking subject to the correction of the chairman of the County Council who is here.

66,424. The chairman of the County Council is not in the box at the present moment?—Well, I think it is as I state.

66,425. All I wanted to get was whether you thought the sum given to agriculture was adequate?—I most certainly do not. It is one of my grievances as a member of the County Council that the amount is not adequate. I think the sum given to agriculture, considering that this is entirely an agricultural county, is quite inadequate.

66,426. They have not taken over the Sylfaen Dairy School, I think?—No.

66,427. Have they a travelling dairy?—I think they have contributed for this year—they have given some scholarships amounting to about 40*l.* The whole sum given for agricultural education in this county this year is 250*l.*

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Mr. W. F. ADDIE.

[Continued.]

Lord Kenyon—continued.

66,428. I have only one more question to ask you. Have you in any way informed the tenants on Lord Powis' estate of the advent of this Commission; have you told them that it was coming?—No, not at all.

66,429. Have you any reason to suppose that they have not appeared because they are afraid of coming?—I do not believe one single word of it. I think it is absolutely without foundation.

66,430. I fancy in some parts of Lord Powis' property they do a very large trade in shire horses?—Yes.

66,431. And that has been a pretty profitable business, even lately?—Yes, I should think so. The Welshpool Shire Horse Association in 1892 or 1893 paid 1,000*l.* for a horse.

66,432. For the hire of a horse for the year?—For the hire of a horse.

Professor Rhys.

66,433. With regard to agricultural education, I think you have indicated what you want done in a letter written last year to the Royal Commission on Labour?—Yes, I did.

66,434. I see in that letter that after referring to a scheme for developing existing dairy schools in North Wales you continue: "As part of the same organisation, however, I should like to see forestry, horticulture, gardening, hedging, ditching, ploughing, indeed every branch connected with agriculture and rural life, properly taken up." And you go on to say, "I would therefore attach to our national school evening classes, so that the sons and daughters of the farmers and labourers could attend and be taught some of the branches, and have attached to each school two or three acres of land for experimental purposes." That describes very much what you wish now?—Entirely.

66,435. You are anxious to carry out education in that direction?—I am.

66,436. And I take it you are backed up by Lord Powis?—Yes, certainly, it is entirely his Lordship's wish.

The witness withdrew.

Mr. JOHN HUGHES called and examined.

Chairman.

66,446. You are a tenant farmer?—Yes.

66,447. Who is your landlord?—Lord Harlech.

66,448. You have got a statement. Will you kindly read it?—I have lived at Broniarth (Guilsfield) 19 years. Lord Harlech is my landlord. My father lived at Ffynant, near Llanwyddyn. It is a farm of about 40 acres. He was born on this farm. My grandfather was there many years previously. My father left there when he was about 45 years of age. I was a boy when he left. My father enclosed and tilled a number of fields during his tenancy. My father's landlord was a person named Ellis, living at Llanwyddyn. The estate was mortgaged. I have heard my father say that for every field he

Chairman.

66,437. I have three or four questions put in, one from Mr. Humphreys-Owen: "Are you aware that the railway companies now carry dead meat by parcel train for half parcel rates"?—That has come under my notice within the last two or three days, and I am very glad to see it. I think it is a step in the right direction.

66,438. Then I have some questions by Mr. Woosnam: "Can you give instances where the farmers pay wages to their sons and daughters"? Do you know of such a thing?—I cannot at the moment speak from actual facts.

66,439. "Can you name any villages where there are reading rooms?"—I think there are some, but at the moment I cannot give them.

66,440. "Can you give any estimate of how many acres of common land have been added to the estate from year to year"?—I do not know of any that have been added to the estate.

66,441. "Do you know a piece of common land in the township of Aston"?—If it refers to Aston near Church Stoke, I think I do.

66,442. "Has this been enclosed by you as agent of the estate"?—No.

66,443. "How many small houses have been built by commoners and others on common land which now belongs to the estate"?—I could not say.

66,444. "With reference to the amount put down for drainage, has it been the custom of the estate to charge the tenant a percentage on the outlay for draining"?—Not since the year 1886.

66,445. "Do you know whether or not Lord Powis derives benefit from the land at Aston"? That is the common land?—I am not sure which land is referred to, and I am not sure that I am speaking right with regard to the particular land. I think it is at Aston, and if so Lord Powis does derive benefit—a very small rent—I think 2*s.* or 3*s.* in each case.

Chairman—continued.

enclosed and tilled he was raised in the rent. He was taxed on his own improvements. I remember on one occasion the landlord and his mortgagee coming to Ffynant. My father was from home that day. He had in the previous spring enclosed a field from the hill. He raised enough stones to build a wall on one side of it. He had to fetch manure 25 miles at his own expense. When the landlord came to Ffynant he told my mother that we were to be raised in the rent 5*l.* My mother said my father was away, and he had better let the matter alone until my father came home. The landlord said, "If he is not willing to pay he must have notice to quit." The rent was raised. My father said he had been raised in the rent for each field he had laid down

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Mr. J. HUGHES.

[Continued.]

Chairman—continued.

and enclosed, and it was useless his labouring in vain.

66,449. Are you on that farm now?—No, my father left.

66,450. The rent was raised on his improvements?—Yes.

66,451. Did he get notice to quit, or did he leave the farm himself?—No, he left when he found it convenient.

66,452. In what year did your father leave?—In the year 1850.

66,453. What has happened to you since that time?—Well, he went on a farm.

66,454. Are you a tenant farmer now?—Yes, I am. That was a place in the same parish. The place where my father went was in Llan-

Chairman—continued.

wyddyn in the same parish as the old place, where he was formerly.

66,455. But what happened to your father when he left the farm of Lord Harlech's?—Not Lord Harlech's. He never was living under Lord Harlech. I live under Lord Harlech at present.

66,456. You live under Lord Harlech now?—Yes.

66,457. Your father lived at Broniarth for 45 years?—No, at Finnant, and what I say is right enough.

66,458. He was at Finnant 45 years, but the rent was raised on his improvements, and he left in 1850?—Yes.

The witness withdrew.

Mr. EDWARD GREEN and Mr. WILLIAM OWENS called and examined.

Chairman.

66,459. We propose, for your convenience and for the convenience of the public, to take your evidence in this way. You are both very large farmers under Lord Powis, and your evidence is very similar, so what we intend to do is to ask you to give your evidence together. We will go through just the heads of your evidence, and if there is anything that is peculiar to either case perhaps you will state it to the Commission.

66,460. (*To Mr. Edward Green.*) I suppose you are under the same conditions practically?—Yes.

66,461. You are a tenant farmer farming under Lord Powis?—Yes.

66,462. You farm 384 acres?—Yes.

66,463. (*To Mr. William Owens.*) You farm 549 acres?—Yes.

66,464. Is that a cheap rent?—No.

66,465. You are both under his Lordship?—Yes.

66,466. And I take it from both you gentlemen that you think matters are best managed on large estates?—Yes.

66,467. And you are perfectly satisfied?—Yes.

66,468. And also that religion and politics and language make no difference between you and his Lordship?—None whatever.

66,469. Then about the date of entry in your district?—It is Lady Day.

66,470. And you are under yearly agreements as most tenant farmers are in the neighbourhood?—Yes.

66,471. You think that you are quite as safe under his Lordship with an agreement as you are under a lease, both you gentlemen?—Yes.

66,472. The agreements have been put in, and there are some strict clauses to prevent hay

Chairman—continued.

and straw being sold, and there is a clause that so much coal is to be drawn up to the castle and so on; are those strict clauses ever put into force?—No.

66,473. Practically they are a dead letter?—Quite.

66,474. They are never enforced, and I take it that both you gentlemen have freedom of cultivation in every possible way?—Yes.

66,475. You are never interfered with by the agent?—I always farm as I like.

66,476. And you do the same, Mr. Owens?—Yes.

66,477. Then the rent of small holdings, we have been told over and over again, is rather larger than that of the larger farmers?—Yes.

66,478. As for keeping a dog, I suppose that is walking a foxhound-puppy?—We have never kept one yet.

66,479. (*To Mr. Edward Green.*) Now about the reductions in rent; will you tell us what your reductions have been?—1891 I had a permanent reduction when the tithe was readjusted, and since then I have been allowed an abatement of 10 per cent.

66,480. On the reduced rental?—Yes.

66,481. (*To Mr. William Owens.*) Will you kindly tell us what reductions you have had?—The same, my Lord.

66,482. (*To Mr. Edward Green.*) Then I suppose local rates are about the same?—Slightly increased, my Lord.

66,483. I suppose nobody sublets much in your neighbourhood?—None at all, I think; I do not know of any case.

66,484. Do you get three months' credit for the rent?—Yes.

66,485. You can get plenty of labourers?—Yes.

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Messrs. E. GREEN and W. OWENS.

[Continued.]

Chairman—continued.

66,486. And I suppose a good deal of arable land has been laid down in your neighbourhood to pasture lately?—Yes.

66,487. As regards improvements, I take it his Lordship does all the improvements, does he not?—Yes.

66,488. Buildings and houses and so on?—Yes; the tenants do the hauling.

66,489. Is there any complaint about that or not?—I have not heard any; it is an understood thing.

66,490. It is an understood thing, and there are no complaints about it?—No.

66,491. Then you have got a custom of the country about outgoing and incoming tenants?—I think it is understood. I do not think there is anything very definite.

66,492. Does the outgoing tenant have the house and a bit of a barn and so on, till May?—He has what accommodation he requires. That is an understanding between the outgoing and incoming tenant.

66,493. There is no hard and fast rule, is there?—I do not know of any.

66,494. Have you any freeholders in the district?—There are none very near me.

66,495. Those that are freeholders, I suppose, have bought their land at a very high price as a rule. We generally hear that?—Yes, I think so; but I have not much experience of them.

66,496. Now you have heard a good deal I daresay about a land court?—Yes.

66,497. Under his Lordship, I suppose, you do not think it is in the least a necessity—you think it would only make friction?—I am strongly of opinion that it is not necessary under any landlord.

66,498. You think that the present condition of holdings is much better?—Much preferable to any third party coming in at all. I think all tenant farmers are able to make their own bargains. I should be ashamed of myself if I could not make my own bargain, and if any one came in between me and anybody else.

66,499. Have you always been on the Powis Castle estate?—Yes, my father and grandfather, and great-grandfather before me.

66,500. You consider, in fact, your holding is as good as a freehold?—Yes.

66,501. The only thing you have to do is to pay your rent and you will never be disturbed?—I think so; that is my experience at any rate.

66,502. But you must be aware that that is not the case on all estates?—I cannot but think they are the exceptions.

66,503. You think they are the exceptions?—I do, undoubtedly.

66,504. And so as you are personally concerned, neither of you gentlemen are in favour of a land court, and you think it would create a division?—It would create a division between landlord and tenant, and I also think it would drive capital from the land altogether.

Mr. Richard Jones.

66,505. You say your farm was reduced in 1891 to the amount of the tithe?—No, I did not say to the amount of the tithe; I said it was reduced; I did not say to any amount; I said it was reduced, but it was reduced more than the tithe. I had a permanent reduction. We had 10 per cent. allowed us off, and I had part of the tithe taken off as well. That was my absolute reduction. Then since then we have had an abatement of 10 per cent. Those are the facts.

66,506. Was it in answer to an application made to Lord Powis or his agent, that your farm was reduced?—Yes.

66,507. Was there a general request made, do you know, to the landlord or to the agent from the tenants?—I believe I am right in stating that everyone had the 10 per cent. that was allowed permanently taken off, or nearly all; I believe I am right; I will not be quite positive about what I am stating; but I think it was so.

66,508. Was there anything in the shape of a requisition sent from the tenants to the landlord?—As a body, do you mean?

66,509. Yes?—No, there was not; at least I did not know of it if it was.

66,510. But possibly on the application of two or three for a permanent reduction, Lord Powis or his agent made a permanent reduction on all the farms. Is that so?—That I do not know. I know that a reduction was made, but why it was done I am not in a position to say.

66,511. I believe you deal extensively in horses?—The word "extensively" may imply anything; but I do deal in horses.

66,512. (To Mr. William Owens.)—And you, Mr. Owens, deal extensively in cattle, do you not?—Yes.

66,513. So that neither of you would be regarded as a typical farmer. That is so, is it not?—(No answer.)

Mr. Grove.

66,514. (To Mr. Edward Green.)—You seem to be on the best of terms with your landlord and the agent, but do not you think that in other places there may be circumstances not quite so favourable to the tenant-farmers?—Well, I suppose there are; yes.

66,515. And in a case of that sort, do not you think that a court of some kind might be reasonably brought to bear?—May I answer you in this way? I heard your question to another gentleman (I forget who it was) before. I think it was the same question, was it not?

66,516. No, not exactly?—Well, near enough. I would answer it in this way. If estates were free from that court, if estates could still go on as they are, then I see no objection to a court. That is my answer to it; but I should not like to have my relations disturbed. I should rather cease farming. That is my candid opinion.

Chairman.

66,517. That is rather interesting. Will you kindly tell me that again?—If estates where it was required could be brought under this Act,

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Mr. T. S. PRICE.

[Continued.]

Chairman—continued.

and other estates left alone, I would have no objection to the court, if one was not compelled.

66,518. What you object to would be any compulsion. You would object to being compelled to go to this court?—Yes, compelled to go to this court for my rent to be adjusted by the court, to take it out of my hands altogether.

66,519. You would rather go to Lord Powis and do it yourself?—Oh, yes.

66,520. But you would have no objection to any scheme that would leave you entirely alone?—Certainly not.

66,521. Whilst, if a man was not satisfied, you would allow him to continue in his holding and go and have a proper rent adjusted?—Certainly.

66,522. You see no objection to that?—None whatever, provided it was not compulsory.

66,523. Provided there was no compulsion for people to go to this court?—Exactly so.

The witnesses withdrew.

Mr. T. S. PRICE called and examined.

Chairman.

66,531. Are you a tenant farmer?—Not at present.

66,532. Will you tell us the conditions under which you held your farm up to two years ago; what the farm was, under whom it was, and what was the size of it. First of all, where do you live now?—I live in Brook Street, Welshpool.

66,533. Are you a member of the County Council?—I am as long as they leave me there.

66,534. Now tell us what you have to say to the Commission?—In 1888 I took the farm of Lower Llanerchydol.

66,535. Who was the landlord?—Mrs. Lovell was the landlady. I took it with the understanding that my father and mother were to occupy the house, but that I was to be the tenant and pay the rent and to reside in town still.

66,536. Was that close by here?—Yes.

66,537. How far away?—One mile from Welshpool, but in six months I had a notice to quit.

66,538. Can you tell us the acreage and the rent?—The acreage is 105, the rent is 144l.

66,539. Do you mean to say you got notice to quit six months after you went in?—Yes, for the reason that Captain Lovell or Mrs. Lovell objected to the tenant not residing on the premises, and unless I went there I should have to go from the farm. My parents were aged, and I did not want to disturb them, so I left my business and went to live there.

66,540. What business were you in?—A good many; I will tell you if you like.

66,541. Yes?—I am a wool dealer and an auctioneer and a butcher.

66,542. And you took this farm, and put your father and mother into it to live?—Yes, I paid

Chairman—continued.

66,524. (To Mr. William Owens.)—I have some questions handed up by Mr. Woosnam: "Have you sufficient accommodation on your farm for labourers"?—No, I am rather short, but I am going to put up a cottage between now and next Lady Day, and I shall have sufficient then.

66,525. Yourself?—No, the landlord.

66,526. "Where do your labourers reside at the present moment"?—Three on the farm in cottages and one in Montgomery, and then I have three or four in the house.

66,527. "Have any small holdings been added to your farm"?—Yes, one seven or eight years ago.

66,528. "If so, when"?—Eight years ago, I think, seven or eight years.

66,529. And how many?—One.

66,530. One was added eight years ago?—Yes.

Chairman—continued.

the rent regularly when it was due, but in 1891, I received another.

66,543. You got notice to quit in 1888, but you went to live in the house and gave up your business?—Yes. Then in 1891 I received another notice to quit, but it was only what I expected that time.

66,544. Now, why was that?—Well, because of the rabbits destroying the crops. I complained to the agent and asked for compensation and this, I think, is what I received in reply, that no compensation can be had under the Ground Game Act (*handing a letter*).

66,545. This is a letter from George Harrison. Who was he; was he the agent?—No, he is a lawyer.

66,546. It is a letter dated the 18th of May 1892. "Welshpool, 18th May 1892. Dear Sir,—I am in receipt of your letter, upon which I will communicate with my client, Mrs. Lovell. At the same time I am afraid she cannot recognise your claim, because you must bear in mind that under the Ground Game Act the occupier had full power to protect himself against any damage by ground game. Yours, truly, George D. Harrison. Mr. T. S. Pryce"?—Upon that I caught the rabbits—as many as ever I could.

66,547. Then what happened?—Well, they gave me notice to quit. That is why I say that I had notice to quit solely for catching rabbits, which they do not deny.

66,548. Under the law?—Under the law.

66,549. Had you to leave the farm?—Yes.

66,550. What happened then? That was in 1891, was it?—Well, it expired in March 1892.

66,551. In 1892 you came back to the town?—Yes, to be my own landlord.

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Mr. T. S. PRYCE.

[Continued.]

Chairman—continued.

66,552. You have some land of your own?—I have a house of my own; they cannot turn me out of that.

66,553. Have you any land with it?—No. I have the agreement here (*handing in agreement*). I was charged 1*l.* 16*s.* for it. Here is another letter wanting some more after that, if you will please read it (*handing letter*). This is after I received the first notice. There had to be another agreement, and then they wanted me to pay again.

66,554. You had paid then 1*l.* 16*s.*, and they wanted 15*s.* more?—Yes. I told him I would not give him 15 cents.

66,555. You took the farm in 1888, and they gave you this?—Yes.

66,556. Then on the 28th March 1889, after you had paid 1*l.* 16*s.* for that, you received this letter?—Yes, another letter.

66,557. Who is Mr. Hill?—The agent.

66,558. This is a letter from Mr. Hill, the agent, to Mr. Pryce, under date the 28th of March 1889. "The Cottage, Welshpool. 28th March 1889. Dear Sir, Llanerchydol estate. "I must trouble you to remit 15*s.*, the cost "of stamping the new agreement which was "required owing to your not being in residence "at Lower Llanerchydol, under the conditions "of the letting in the first instance, and "under the circumstances the landlord cannot "be expected to bear the whole of the expense. "Yours truly. W. H. Hill. Mr. T. S. Pryce, "Lower Llanerchydol." Which was the new agreement that he speaks of?—I suppose that would be after I had the notice when I consented to go.

66,559. They wanted a new agreement after you had given notice?—Yes.

66,560. Did you pay the 15*s.*?—No. I had another letter, which I am sorry to say, I lost, but I could read it off by heart to you, respecting the rabbits. I carried it and showed it to everybody for two years, and at last I lost it.

66,561. You say that your place was overrun with rabbits?—Yes.

66,562. And they did you very serious damage?—Yes.

66,563. Do you know the farmers in this district?—I do a good many of them.

66,564. And you know their circumstances?—Yes.

66,565. Are they making money or are they losing it?—Well, they tell me they are losing it. That was my experience.

66,566. Do they complain of their rents?—Yes.

66,567. They think their rents are too high generally speaking. Is that so?—Yes, and they are worse off under the Ground Game Act than they were before.

66,568. Why is that?—Because they could claim before, and they gave them compensation. Now they will give them none, nor let them catch the rabbits.

66,569. But do they let them catch the rabbits?—Turn them out for it, like they did

Chairman—continued.

me, and another farmer, had to go the same way.

66,570. Is that farmer coming forward?—No, I never asked him to. He has come to town to live now.

66,571. He has come to town to live, and has given up farming?—Yes.

66,572. Are you in favour of a court to fix rents?—I am, and a step further than that.

66,573. How much further than that would you go? What would you do?—I mean as to the limitations of the court. I would extend it to fixing a fair rent and a term of years, and if required a free sale.

66,574. Would you allow the tenant to give a year's notice under that agreement, or would he have to stop the whole time?—Oh, he must stick to his bargain.

66,575. He would not have a right to leave his farm?—No, certainly not.

66,576. You do not go so far as to say that?—Oh no, I go in for right.

66,577. You do not think that would be right. No, I did not go in for any claim for compensation under the Agricultural Holdings Act because I anticipated this notice, and I farmed accordingly the last year. I took nothing there, or else I should have gone in under the Act, but I thought my best way would be to do nothing, and then I could come away without.

66,578. Then you are in favour of fixity of tenure for a certain number of years?—I am.

66,579. And free sale?—Yes.

66,580. Tenant right, in fact?—Yes, tenant right.

66,581. And a land court to fix rents?—Yes.

66,582. And also to settle any dispute that may arise as regards compensation between landlord and tenant?—Yes.

Mr. Grove.

66,583. In 1888 when you took that 105 acres, who was the agent to the estate?—The same agent.

66,584. The one who wrote the letter?—Yes.

66,585. Did you distinctly inform him that you were still going to live in town, and that your father and mother were going to live at the farm?—At the time of taking it I did.

66,586. You did?—Yes.

66,587. And he made no objection?—No.

66,588. Then shortly afterwards they gave you notice to leave because you were not occupying it yourself?—Yes.

Mr. Brynmor Jones.

66,589. Do you agree with the evidence given by former witnesses that farmers are afraid to come forward?—I do agree with it.

66,590. Do you know that by conversation with the farmers?—Yes, the farmers living in that district wished me to come specially, but I was coming without being wished. They said, "It would not do for us to come." I do not

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Mr. J. SHUKER.

[Continued.]

Mr. Brynmor Jones—continued.

know what that means. You can put what meaning you think right upon it.

Mr. Richard Jones.

66,591. Were any steps taken to enforce the payment of that 15s.?—No.

Chairman.

66,592. There are some questions handed in by Mr. Gerald M. Hill. "Did not the agent let you the farm in order to make a home for your father and mother"?—He let it on the conditions I have stated, but they were only verbal. They lived under the same agent before for many years.

66,593. "Were you not within 12 months of your tenancy, and very frequently afterwards, complained to, of the general untidiness of the premises."? Can you answer that?—No, I have no recollection of that.

The witness withdrew.

Mr. JOHN SHUKER called and examined.

Chairman.

66,602. You are a county councillor, I believe?—Yes, my Lord.

66,603. What business are you in?—I am a farmer.

66,604. Anything else?—A corn merchant.

66,605. Are you a tenant farmer, or do you farm your own land?—Well, I have just retired to my own land, but perhaps I ought to say that I had no intention of giving evidence whatever. I do not know anything about it. I am not at all prepared.

66,606. You did not want to give any evidence?—Well, I never thought of it.

66,607. Would you like to have a question or two put to you?—I have no objection.

66,608. You know the conditions of agriculture, and you know the farmers' difficulty very well, I daresay?—Yes, very well.

66,609. How long were you a tenant farmer?—Thirty-six years.

66,610. Under whom?—Under three different landlords, Mr. Miller, Lord Powis, and Sir Harvey Bruce.

66,611. Have you got on very well with your landlords?—Fairly well, generally—very well, generally.

66,612. You got on very well with Lord Powis?—Fairly well.

66,613. And with the other two gentlemen as well?—Yes, very well.

66,614. And you have nothing to complain of as to them?—No; my late landlord especially, who, I suppose I may say I act for now, has behaved remarkably well. He has given me two

Chairman—continued.

66,594. "And constantly having parties from the town with their dogs over-running the farm"?—No, I never had anybody.

66,595. "And were not three of your friends authorised by you to take rabbits at the same time"?—I never authorised any friends, only the proper rabbit catcher.

66,596. "Did you not leave the land in a dangerous condition by digging after the rabbits"?—No, I, filled up every hole.

66,597. "Were not pheasants picked up in the snares set by you in open runs"?—I believe there was one by a harvest man, but I did not know anything about it.

66,598. This is a question by Mr. J. E. Vincent: "It was not Mr. Harrison who charged you for the agreement, was it"?—No.

66,599. Who was it who charged you?—The agent.

66,600. What was his name?—Mr. Hill.

66,601. Who is Mr. Harrison?—Well, he is solicitor to the estate.

Chairman—continued.

concessions in rent to meet the times, and I have been very well satisfied in that respect.

66,615. What is the position of tenant farmers, in your opinion, in the neighbourhood?—Well, they are becoming poorer and poorer, no doubt about it.

66,616. They are not making as much money as they might?—No.

66,617. Do they complain of their rents?—They complain of their rents under present conditions.

66,618. They think the rents are too high, do they?—Yes, my Lord; but, of course, rents are a very secondary consideration. It is the reduction in values of agricultural produce that is affecting the country; there is no doubt of that.

66,619. That is hitting the tenant farmers very hard?—Yes, very hard indeed.

66,620. Under present circumstances can the tenant farmers live, and educate their children, and live pretty comfortably? I do not mean to say extravagantly, but pretty comfortably, and pay their rent, and put a little by besides?—No, they cannot at the present prices of produce.

66,621. It is as much as they can do to pay the rent?—Hard work to make both ends meet.

66,622. Is there a sort of uneasy feeling amongst farmers in the neighbourhood?—For that reason there is, that they are scarcely able to make ends meet, and for that reason they are uncomfortable, naturally. But to my mind if I may give an expression of opinion—

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Mr. J. SHUKER.

[Continued.]

Chairman—continued.

66,623. Pray do, that is what we want to hear?—I do not think it is a matter of rent so much. The question of rent would not cover the grievance, because the reduction in values are a great deal more than the whole of the rent, that is in this county. The reductions in value of agricultural produce now, compared with an average of the last 20 years, not taking the high prices, but taking the average of the last 20 years, would make more difference than the rent of the land of the whole county.

66,624. Would it?—It would, undoubtedly, but I had no idea of giving evidence, or I should be better prepared.

66,625. But you give us very practical and good evidence, and we are very glad to get it. Then what is the look-out for farmers? Is there anything that they can hope for?—I have a statement hereof of my opinion upon the subject.

66,626. We shall be very glad to hear it?—Yes, my Lord. I wrote it about two years ago.

66,627. Will you kindly read it then?—It is almost impossible for anyone to find a remedy for such a far-reaching calamity as the one we are now discussing, especially in a short interview of this nature; but it is quite certain farmers cannot pay one pound with 15s., and there seem to be only two ways of meeting the difficulty, either—(1) higher prices must be made of farm produce, or (2) a substantial and permanent reduction must be made in rent, labour, tradesmen, &c., and perhaps these latter people will very reasonably object to work for low wages with the only object of supplying the great consuming classes with food so much below the proper cost of production. I cannot help thinking that some of my own Fair Trade views, as embodied in a paper read at Shrewsbury some years ago, will be considered by-and-bye. For the present I see nothing for it but for landlords to make large concessions in the rent, or farmers will lose heart as well as pocket, and even this, were it granted all round, would not result in the benefit to the country at large which many people suppose. Farmers will be sure to calculate the amount of fixed expenses, rent, and rates, and to compare these with many other branches of cost. Many, I fancy, will then conclude that rent itself is not so ruinous as they imagined, and that other expenses, in addition to rent, must be largely reduced as well. The greater portion of the poor class of land must be seeded down to pasture, as it will not pay for tillage cultivation. But this, again, will further reduce the labour employed and also the money returns from the land, and the position will look more than ever serious. Force of circumstances will then compel members of the Government and other leading men to set about protecting English industries, and especially that of farming. Pressure will come from our labouring population whose occupation will be gone. Cheap food without work or money to buy it, will not satisfy these people, and their demands will have to be listened to. The British farmer, I am convinced,

Chairman—continued.

will do his duty in the severe conflict we are now facing, and let us hope that other classes, in intimate connexion, will extend to him that generosity and consideration to which he is so justly entitled.

66,628. We understand that your remedy is a moderate sort of protection?—Yes, it is no use mincing matters. There is nothing else for it.

Mr. Brynmor Jones.

66,629. Do you happen to know anything about certain waste land of Aston?—Yes; there is a small portion waste at Aston.

66,630. What do you know about it?—It is a piece of land that, as I understand, belonged to the landowner of Aston township, and it has been closed by some neighbours; not people living in the township but outside the township. It has been enclosed by them, and no one has said anything, I suppose.

66,631. How long ago was it enclosed?—10 or 12 years ago perhaps.

66,632. Then there is yet time?—It was not done at one time but gradually; three or four different people enclosed portions of it.

66,633. There is no Act of Parliament for it?—No; they simply took possession of it.

66,634. Were people exercising any common rights over it before?—It was of very little value.

66,635. What was its acreage?—About four acres, I think.

66,636. But were the public enabled to use it as a recreation ground or anything?—Well, they would use it a little. There were some of the cottagers down below that would use it a little, and we farmers used it occasionally, but it was not of much value.

66,637. And the neighbouring landowners simply divided it amongst themselves, as I understand?—No. These people who enclosed it carried it on for some few years, but they had no right to the land. They were poor people, and the land was poor, and I think it was a means of finishing up one or two working those bits of land. They were worked at a great loss, being too poor to pay.

66,638. Then at present it is all enclosed with cottages on it?—There are no cottages on it, and it has all partly gone out again. The hedges have gone down, and a great deal of it, I think, has gone out to waste again.

66,639. Does anybody pay rent to anybody in respect of it?—I do not know; I do not know myself that they do.

66,640. Have you heard complaints about the action of those who enclosed this?—Well, I have complained myself, because the people who enclosed it have no sort of right to it; they did not even live in the township, and it joined my farm for 400 or 500 yards.

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Mr. J. SHUKER.

[Continued.]

Mr. Brynmor Jones—continued.

66,641. They have no right to do it at all as far as you know?—No right whatever, but we did not care to interfere.

66,642. Is this a parish?—It is a township; the township of Aston, in the parish of Lydham.

66,643. There will be a parish council, I suppose?—Well, I suppose they will be grouped with some other parishes, very likely.

66,644. It depends on the population, of course?—The population is very small indeed.

Mr. Richard Jones.

66,645. You say you got on very well with your landlords; was there no dispute between you and Lord Powis?—Well, there was.

66,646. What was the nature of that dispute?—Well, it was in consequence of my leaving the tenancy. That refers to Shropshire, as you are aware.

66,647. In Shropshire?—Yes.

Mr. Richard Jones—continued.

66,648. Then you would rather not enter into it?—No, I do not think it wise to enter into it now.

Mr. Grove.

66,649. Do you think that farming has improved the last year or two?—No; it has certainly gone back in this part of the country.

66,650. So that the sentiments you expressed in your letter to the "Montgomeryshire Express," I think it was September 8, 1892, would still hold good, would not they?—Oh, yes, to a greater extent.

66,651. You say in that: "As our present position of trembling in the balance has become almost unbearable." You still support that, and say that things are slightly worse rather than better?—Yes, I may say that I have seeded down the whole of my farm, 106 acres, and I see no other way out of the difficulty; it is impossible to make it pay with arable farming.

The witness withdrew.

Adjourned to Llanfyllin.

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Captain J. E. SEVERNE.

[Continued.]

The Town Hall, Welshpool, Montgomeryshire, Saturday, 8th September 1894.

SECOND COURT.

PRESENT:

LORD KENYON (IN THE CHAIR).

Professor RHYS, M.A., LL.D.

| Mr. JOHN MORGAN GRIFFITHS.

Captain JOHN EDMUND SEVERNE called and examined.

Lord *Kenyon*.

66,652. You reside at Wallop Hall, Salop?—Yes.

66,652a. Will you say what you wish to give evidence about?—The township of Rhosgoch in this county.

66,653. How many acres have you in Rhosgoch?—779.

66,654. Will you proceed with your statement, Mr. Severne. I daresay there are some things which we shall be able to pass over, as we have heard them so often, but I will tell you when we come to them?—I have but little to say. The present rent is now 380*l*. It was formerly about 450*l*. I have spent since I had the property, I believe, something like 2,500*l*. in repairs and improvements to the property.

66,655. In how many years?—Since 1858. I hardly know in what way to give my statement.

66,656. Shall I ask you questions?—Yes, anything that you wish to ask me about I will tell you of.

66,657. What manor is it in—in the manor of Rhosgoch?—In the manor of Rhosgoch.

66,658. Are there any courts?—No, there have not been for many years—long before I had anything to do with it.

66,659. Are you lord of the manor?—I am.

66,660. There have been no courts within your memory or before?—Yes, within my memory as a boy there were. They were discontinued by my grandfather and father, I believe.

66,661. Do the tenants speak English or Welsh?—English. They can, some of them, speak Welsh.

66,662. Do you know anything about their politics or their religion?—I never inquire about it, either in taking them or afterwards.

66,663. Have you an agent?—I have generally acted of late years as my own agent, but now I have an agent, Mr. Owen, of Shrewsbury, land agent, valuer, and auctioneer. But I superintend almost everything myself.

66,664. Do you give any leases?—No, I have never been asked for one.

66,665. Are changes of tenancy more frequent?—I think not, certainly.

66,666. Have you any figures as to that?—No, I have not.

66,667. Have you done any planting there?—Yes, I have done a good deal of planting.

Lord *Kenyon*—continued.

66,668. Have you compensated the tenant for the land you have taken from him?—I have always done that.

66,669. Is there any hardship connected with that, do you think?—I cannot imagine that there is. On the contrary I should say that on that high land it gave a great deal of protection to the adjoining fields.

66,670. You give them a copy of the agreement, I suppose?—Yes.

66,671. Have you an agreement with you?—Yes, I have.

66,672. Would you let us look at it? (*The witness handed in agreement.*) How do you fix your rents?—By valuation, I suppose I may say. The rents have not very largely altered of late years.

66,673. You arrive at them by natural agreement whenever you have a new tenant?—We arrive at them by agreeing with the incoming tenant, whoever he may be.

66,674. Have you plenty of applications?—I have always been able to let the farms easily.

66,675. You have none on hand?—None on hand.

66,676. Are they ever let to the highest bidder?—Never.

66,677. Do you try and ascertain whether the man has capital or not?—I try to do so. The last incoming tenant was the son of a man who previously had the farm, and who left it to go to a larger farm lower down, and who has now sent his son back to the farm where he first made his way.

66,678. Have you given any abatements?—Yes, occasionally, not regularly; whenever I think it is necessary.

66,679. Do you mean to say you do not give them regularly over the estate?—Over the estate I should; if I gave them to one they would go over the whole estate.

66,680. You do not take individual cases?—No, not as regards abatements.

66,681. Have the rents been largely reduced?—The rents have been reduced by about 70*l*., I think—since 1878 they have been reduced about 70*l*.

66,682. Have the rates increased or not?—I think the rates are higher, certainly.

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Captain J. E. SEVERNE,

[Continued.]

Lord Kenyon—continued.

66,683. What is the average size of farms in that district?—From about 100 to 150 acres.

66,684. Have you consolidated or subdivided any?—No, I have not consolidated any.

66,685. You have not altered them at all?—No.

66,686. Is there plenty of labour?—No, very little labour, except the men servants in the farm houses; there is scarcely any labour, and except at busy times there is very little demand for it.

66,687. Do you think the land is sufficiently cultivated?—It might be very much better cultivated.

66,688. How is that?—The hedges and ditches are very much neglected. The land is not as clean as it might very well be. There is a want of capital to put on the land.

66,689. If they employed more labour, is there sufficient cottage accommodation?—No. There are only two cottagers on this estate, and one of those cottagers commonly is employed by me at other work, because he does not find employment there.

66,690. Is there any more demand for cottages?—No, I have never had any requests from anyone.

66,691. With regard to the improvements, what do the landowners do?—I have done draining there. I have increased the accommodation in buildings, in fact, I may almost say I have put everything in thorough and good repair.

66,692. Do the tenants make any improvements?—No, I do not conceive that they do—nothing that I should call improvements.

66,693. Do they lay down permanent pasture?—No.

66,694. Do you know of any instances of contracting out of the Agricultural Holdings Act?—Yes, I have contracted out of that, and that is put down in the agreement before you.

66,695. You have substituted your schedule?—Yes. That I have contracted out of. It is towards the very end of the agreement.

66,696. That is the Act of 1875?—Yes.

66,697. Is there any custom of the country?—Yes, generally there is a custom of the country.

66,698. Do farmers ever apply for your consent to improvements at all?—No, I have never had any great improvements asked to be done by the farmers. I have done their roads for them to a certain extent, and have built bridges.

66,699. You would give consent if it were asked, I suppose?—Yes, for any fair improvement, gladly.

66,700. As to the custom of the country, can you give us any particulars about that?—No, I am afraid I cannot give you any special particulars as to that. The allowances to outgoing tenants would be for their share of the wheat that they leave behind them, so much for ploughing, so much for the clover sown last.

66,701. And the hay?—They have time to consume the crops that are left behind when they go off, generally till May, and the use of

Lord Kenyon—continued.

the buildings to a certain extent in order to do so.

66,702. What time do they enter, on the 25th of March?—On the 25th of March.

66,703. I suppose anything that is left is taken over at a consuming price, is it not?—Yes.

66,704. Do you recognise any tenant right?—No.

66,705. Have you had any complaints as to game?—Yes, I have. Some three years ago my keepers all left about the same time, and rabbits did increase very largely, on one farm particularly. I paid compensation on that farm, but at other times I have always endeavoured to the best of my ability to keep the rabbits down, and certainly I believe now the complaint is rather the other way, and I have had tenants come to me and beg that rabbits might not be killed, as they liked to have a few on their own farms. The tenants have used their rights to kill rabbits invariably without any hindrance of any kind from me. As to hares, they have entirely disappeared from the property. I do not suppose I could kill half a dozen animals.

66,706. Have you any complaint as to damage done by partridges or pheasants?—I have had once or twice complaints as to pheasants, but very slightly.

66,707. Have those complaints been settled satisfactorily or not?—No. I may have on one or two occasions given them something, but generally speaking, I did not consider them well-grounded complaints.

66,708. Did you consider them at all?—I did, most carefully.

66,709. Did you look at the crop?—I looked at the crop and examined it well.

66,710. Did you employ any other person, a third party?—Yes, I did.

66,711. How does game preserving affect the relations between yourself and your tenants?—I have always had, I hope, the very best relations with almost every tenant that I have ever had.

66,712. Is any agricultural instruction given at all?—No.

66,713. Have you any complaint against the railways?—I believe people complain very much of the high rate for conveyance.

66,714. I suppose the farmers assist each other in threshing and harvesting?—The farmers do assist each other now and then.

66,715. Do you know of any other co-operation among them at all?—No. I do not.

66,716. Is there any combination among the landlords?—I am not aware of it.

66,717. Do the labourers or the tenants make use of any benefit societies?—The labourers do occasionally. There are very few labourers on the Welsh part of my estate. I believe one of those is a member of a benefit society.

66,718. Are these societies which they make use of sound?—Not always.

66,719. I suppose the tenant farmers work hard, do they not?—Very hard, many of them.

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Captain J. E. SEVERNE.

[Continued.]

Lord Kenyon—continued.

66,720. And their children work with them?
—Yes, their children work with them.

66,721. What are the cash wages of the labourers in your district?—From 12s. to 18s. a week, day labourers.

66,722. Have you made any estimate out as to their earnings?—No, I have not. I tried to get that, but I could not find it out.

66,723. At the farmhouses is there good accommodation for the females and the labourers?—There is, generally, a back kitchen, which is used for the men to dine in, and to sit in, and there are separate rooms, of course, for men and maids—sleeping accommodation.

66,724. Are the labourers better off in that respect than they were, do you think?—Speaking of the whole estate, I should say they were rather better off. There has been a decided increase of wages in the last years.

66,725. Has there been much migration of farmers or labourers?—has the population decreased much?—No, I do not think lately it has. The neighbouring mines on the Stiperstones have been almost at a standstill; there has been no reason that labourers should go there, and they have not gone so much to the towns.

66,726. When do you think the depression in agriculture began?—About 1879 or 1880.

66,727. What does the district chiefly depend upon?—Breeding stock, butter making, and cheese making.

66,728. Cheshire cheese?—No, I should not think they call it Cheshire cheese.

66,729. Or is it skim cheese?—It is better than skim cheese, a great deal better.

66,730. What do you think are the principal causes of the depression?—The low prices of grain and of stock.

66,731. Have you any remedies to suggest?—I fear there is no remedy we are likely to get. Some protection would, no doubt, make a great difference.

66,732. Have you thought of a land court, or anything of that sort?—I do not think a land court would do any great good. I think it would prevent landlords spending so much on their property, and it would certainly not improve the relations between them and their tenants, who might always be expecting some reduction from the land court, and would be very much annoyed if they did not get it.

66,733. Would you be disposed to continue your expenditure on the same scale if any third party were to fix your rents?—Certainly not.

66,734. Would you treat your estate more as a commercial speculation in that case?—I should have to do so; it would scarcely be my estate then.

Mr. Griffiths.

66,735. What amount of abatements have you given the tenants?—Where I have given them they have been sometimes 5, sometimes 10, and sometimes 12 per cent.

66,736. For many years successively?—No, not always.

Mr. Griffiths—continued.

66,737. Then you do not consider that the tenants cultivate the land as they should?—I think they might cultivate it better—if it paid them better to do it.

66,738. Do they make no improvements whatever?—I do not think that what I should call improvements are made. Some of them are improving the state of the hedges and of the ground itself. I can hardly call that a permanent improvement.

66,739. They cultivate and manure their land, I suppose?—Some of them are cultivating their land better.

66,740. Do you think that their not making improvements is owing to the want of capital?—No doubt it is.

66,741. Are the tenants allowed to kill the rabbits freely?—They kill the rabbits and the hares when they like.

66,742. You have mentioned a case of valuation for some damage done by game. You had that valued; what was the result of that valuation?—That was not on the Welsh property. As a matter of fact, it was the payment of 50*l.*; it had nothing to do with the Welsh property.

66,743. Have you had many changes on your estate?—No.

Professor Rhys.

66,744. You heard the last witness in the other court mentioning that drink was given a good deal to the labourers besides their payment?—Yes.

66,745. Do you know if that prevails on your estate?—I am really not able to tell you what is done in the way of giving drink.

66,746. If that were given as a part of the wages, it would be hardly legal, would it?—Well, I suppose not.

66,747. But you do not know whether it does prevail or not?—I cannot undertake to say.

66,748. I see that this form of agreement which you handed in has been drawn up some years ago?—Many years ago.

66,749. Is this clause acted upon: "At any time when required by the landlord or his agent in writing, to pay all rent that shall be coming due the Lady Day or Michaelmas Day then next ensuing, and upon non-payment thereof the landlord or his agent to have full power to distrain for the same, as if it had been then actually due and in arrear"?—I have never had any reason to employ that, fortunately.

66,750. Is it in your existing agreement?—It is in my agreement.

66,751. But you have never had any occasion to employ it?—I never have done so. On one or two occasions I have been unfortunate in not obtaining my rent, and tenants have gone away without payment.

66,752. I am afraid most landlords have occasionally had that happen?—Yes, it is very common—at least, I hope not very common, but it is common.

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Captain J. E. SEVERNE.

[Continued.]

Professor Rhys—continued.

66,753. It sometimes happens, undoubtedly?
—Yes.

Lord Kenyon.

66,754. The following questions are handed in by Mr. Owen Wynne: "Can you tell us of any plan by which an incoming tenant's capital can be accurately ascertained?"—I wish I could.

66,755. "Do you think there is any difference at all between the state of agricultural matters in England and Wales which should call for separate legislation for the latter?"—No, I certainly do not. I have property in both, and I cannot see any reason for any difference between them.

Mr. Griffiths.

66,756. But you live on the borders of England, do you not?—I do live in England on the borders of Wales.

The witness withdrew.

Mr. DAVID PRICE called and examined.

Lord Kenyon.

66,760. You are Mr. David Price of Gaerfawr?
—Yes, my Lord.

66,761. You wish to give evidence with respect to what?—I wish to give the following evidence, if you please, my Lord. The first thing I wish to refer to is that in the year 1880, or about that year, my father and I applied to the late Mr. Newell, agent to the late Lord Powis, for a farm in the parish of Guilsfield. Both my father and myself are Nonconformists and Liberals. The farm was refused us solely, we believe, on account of our religious and political principles. The following interview took place in the Powis Castle Estate Offices. Mr. Newell, after asking us one thousand and one questions about money, our capability to farm, the referees, children—sexes and sizes, wound up with the following: "Do you know the vicar of Guilsfield?" My father replied, "Yes." "Does the Vicar of Guilsfield know you?" My father said "Oh, yes, very well." "You shall have an answer in about a week." The answer came in about a week that the farm was let, and that to the son of a tailor and "clochydd eglwys." He farmed the holding for about three years and a half, upon new principles—not scientific, I do not mean that—and left in the middle of the year. My father and three brothers now hold separate farms in the county of Salop. My father to a considerable extent has the feeling of an exile, being a Welshman and Nonconformist, and having removed from his native parish when about 56 years of age. There is another case I should like to mention of this kind with regard to the election in 1880, the first election in this county after the passing of the Ballot Act. My father-in-law, Mr. Edward Rogers, of Halfen, was tenant of Sir Watkin Williams Wynn, and during the election Sir Watkin's agent called upon him

Lord Kenyon.

66,757. Mr. J. Owen Hughes asks: "Can you tell us from the answer you gave what are the estimated earnings of men, boys, and women when working on farms?"—The wages for agricultural labourers are, as I say, from 12s. to 18s. a week; boys, I think, from 7s. to 8s., 10s., and 12s. Of course there is something paid at harvest time—they get 3l. or 4l. or 5l. then, and they get certain benefits at other times.

66,758. With regard to the women?—The women very seldom work on the land. I know of no cases.

66,759. The second question put by Mr. Owen Hughes is: "Tenants avail themselves freely, do they not, of the provisions of the Ground Game Act?"—They do.

Lord Kenyon—continued.

two or three times, and tried to induce him to promise his vote for Mr. Charles Wynn, the Conservative candidate. Mr. Rogers declined to promise his vote. Upon the second or third visit one of the agents, as an inducement to obtain his vote or promise made the following statement: "You have two daughters, and you do not know what they may want, and this sort of thing goes a long way." A further statement, my Lord; I do not know a single tenant farmer upon the large estates in this district, who advocates his political opinions before the public, beyond seconding a vote of thanks or something of that kind.

Lord Kenyon.

66,762. Perhaps he cannot?—Well, I should not like to say before you that there is not a tenant farmer upon the large estates who has not a political opinion.

66,763. I mean perhaps he cannot express them?—So much for that kind of evidence, my Lord. I should like to suggest, if you would allow me, remedies for the present condition of agriculture: first, a land court; secondly, alleviation of local burdens to a further extent than has hitherto been done (there is relief now in regard to the highways and union expenses); thirdly, thorough education in the principles affecting agriculture, so that farmers would be better able to apply manure to different kinds of soils, and so that they would have a better knowledge in dairying; fourthly, some encouragement to farming grass land better. According to the latest agricultural returns, the land has been laid down fast to pasture, and as the price of corn goes down, more land will be laid down to pasture. Also, I suggest that they should have knowledge how to treat pasture-land, and pecuniary help, I think, may be well

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Lord Kenyon—continued.

expended. Fifthly, I would suggest that the number of owners in land be increased. I believe the depopulation (almost desertion of the land) may be retarded by the creation of a class of owners after the yeoman pattern. Agriculture deserves money at low interest from the Government. A very small subsidy would be required to make up the difference in the interest—perhaps none. The Government can borrow much cheaper than a private individual can.

66,764. Is that all your statement?—Yes, my Lord.

66,765. You say you would like to see the number of owners increased?—Yes.

66,766. Do you mean by lending money to small farmers to buy their farms?—Yes, I like the Ashbourne Act (Ireland), myself.

66,767. Then do you think that the freeholders in this county are better off than the tenant farmers?—I can say this about freeholders; there are small freeholders who have stock in farms for generations and centuries, and it is always an incentive to work, and to economy, and settlement—to have a small ownership and claim—to have land of your own, and to have a stake in the country in that sense.

66,768. I see what you mean, but are they better off?—I think they are, my Lord.

66,769. Are they better off financially?—There are a few cases that are within my knowledge, that, I believe, are better off financially.

66,770. We heard great complaints in Cardiganshire, which is a large county, of small freeholders, that they were very badly off indeed?—I have in my mind freeholds that date back before 1860, say. Lands purchased in the sixties and in the seventies were purchased too dear, and there was such a craze for land in those decades that anyone would mortgage land up to the hilt, and men became owners merely in name, and got hampered with great difficulties.

66,771. You used an expression, “the old yeoman class”?—Yes, my Lord.

66,772. I suppose they have rather died out, the old yeoman class?—Yes.

66,773. How is that?—I cannot say how they have died out, but there is a good name living for the old yeoman class.

66,774. I have a great respect for the old yeoman class, but what I mean is that if they have died out it does not show that they have been very successful, does it?—I could not speak now as to how they died out, but I have always heard a good word said for the old yeoman class, as having an independent stake and interest in the country.

66,775. Being dependent on nobody?—Yes.

66,776. With regard to agricultural education, are you a county councillor?—No, my Lord.

66,777. Would you agree with what Mr. Forrester Addie said he would like to see, namely, a larger ground for the County Council?—Yes, thoroughly.

Lord Kenyon—continued.

66,778. Would it not be as well to instruct the electors, when they are electing the next county councillors, that they had better ask for more powers?—Yes, I should say it would not be bad at all, it would be a good hustings item.

66,779. It would not be a party cry in one sense?—No, not at all.

66,780. With regard to your case, you and your father applied for a farm on Lord Powis' estate?—Yes.

66,781. Was there any particular reason that you should have that farm?—The farm was in their hands, and was being managed by the estate that year; it had changed hands once or twice before, and it was in our parish.

66,782. It was in your parish, but you were not on the estate before?—No, my Lord, we were not.

66,783. You had no connexion with the farm, I understand?—We could not get on the estate.

66,784. You wanted to?—Yes, we made more than one appeal or application.

66,785. That looks as if the estate was well managed?—Well, I cannot speak to that.

66,786. With regard to the son of a tailor who had it, you say he farmed on new principles; what do you mean by that, that he farmed it with thistles, or what?—I prefer not entering into that. He gave up the farm at the end of the year. He did not farm exactly like his neighbours.

66,787. He was not successful?—I am afraid not.

66,788. Then you say that during the election of 1880 they came canvassing in the Conservative interest. I suppose the Liberals canvass sometimes?—Yes, but they do not send their agents in that way. I think there were four of them on one occasion.

66,789. Do not the Liberal agents canvass?—Yes, sometimes they do, I daresay.

66,790. I rather agree with you that if canvassing were abolished it would be rather a good thing on both sides, but I do not see how it is to be done, because it is so difficult to define what canvassing is. Then I do not quite understand what you suggest he meant by this statement: “You have two daughters?”—Yes, “and they will be wanting farms,” he added.

66,791. What, the daughters?—Well, one of them had a husband.

66,792. The husband might want a farm. Was the husband wanting a farm at the time.—Yes, my Lord.

66,793. Whatever it may have meant, did the man suffer in any way afterwards?—My father-in-law, do you mean?

66,794. Yes.—No, I do not think he did. He did not live but a short time. I do not mean to imply anything of that kind.

66,795. All you mean is——? That which this statement contains. It was said as an inducement to obtain his vote, and I think they visited him on a third occasion. He was a staunch Radical.

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[Continued.]

Lord Kenyon—continued.

66,796. Yes; the more staunch the Radical the more likely they were to try and convert him?—I do not think they wanted to convert him, but they wanted him to vote for them.

66,797. I think on both sides they use every fair means, and sometimes, perhaps, a little more than fair means—that is my experience?—Yes, I think they do.

Professor Rhys.

66,798. I understand you to suggest from your statement that the tenant-farmers in your district were afraid to express their political views?—They are not afraid as they were formerly.

66,799. You do not produce any evidence, but that is your impression?—I have no evidence exactly of that kind now.

66,800. Of course, we have heard a great deal about the elections of years ago?—Yes.

66,801. But you seem to suggest now that feelings are more peaceful, and the state of things is better with regard to the relations between landlords and tenants?—Yes; the thing is dying out, but it is not quite dead yet. I hope this Commission will do something to kill it.

Professor Rhys.

I am sorry to hear that it is not dead.

Mr. Griffiths.

66,802. You say you applied for this farm on the Powis estate—you and your father?—Yes.

66,803. But you did not succeed. Who was it that succeeded in getting this farm. Was he a Conservative or a Liberal?—Yes, and he is a clergyman now. He is a son of a sexton. His father is a tailor and sexton.

Lord Kenyon.

66,804. Do you say he has become a clergyman?—Yes, my Lord.

Lord Kenyon.

He has had some education, I should think.

Mr. Griffiths.

66,805. It is much to his credit?—Yes, I hope so.

Professor Rhys.

Perhaps the farming did not pay?

Mr. Griffiths.

66,806. Do you think that Mr. Newell had anything particular in view in asking so many questions of you and your father?—Yes.

66,807. What was his object?—Well, he was a good while over the interview—he did not know us; we were strange to him, and he was some time before he knew what colour we were; that was the meaning of all his questions. That is my impression.

66,808. He did not wish to inform you what kind of tenants would be the most acceptable ones, did he?—No, he did not. He did not show his hand in that way.

Lord Kenyon.

66,809. Was it in Guilsfield parish?—Yes, my Lord.

66,810. With regard to your sisters he hinted that he did not know what they might want. You say one of them had a husband, and the other very likely might want one, and the next thing, I suppose, would be a farm, would it not?—Yes, that is the conclusion of the argument; that is the end of it.

Mr. Griffiths.

66,811. You think that more could be done in the way of agricultural education in this district?—Yes, I think so; it is only beginning; it is not touched in many of our districts.

66,812. Are there many lectures upon agriculture given in this neighbourhood?—Yes; extension lectures have been given in this town from Bangor College.

66,813. Have the schools in the district taken it up?—Yes, we have one schoolmaster in particular who has done a good deal; he has qualified himself, and he is conducting classes. Also a good deal has been done with experiments.

66,814. Then you say that three of your brothers, and your father, moved from the county, I think?—Yes.

66,815. Why did they go out of the county? They went to Shropshire.

66,816. Why did they leave here?—Because they could not find suitable farms here.

66,817. How are they doing; are they doing as well there as they would have here?—I do not know. They are doing the best they can. They have large farms there.

66,818. Do you think that the land is let any cheaper than it is here?—Yes, I do; it is cheaper.

66,819. Do the farmers round about like to leave their country—are they willing to do so?—No, they are very much against it.

66,820. There are not many of the same spirit as your family?—It was a severe wrench to my father to leave the county.

66,821. But I suppose they are not sorry now?—I am sure I cannot answer that.

66,822. Are you in favour of a land court?—Yes, I am.

66,823. To settle any disputes—at least, some outside authority?—Yes, something that you can refer to.

66,824. That is in a case where a landlord and tenant cannot agree. On good estates, where they do agree, of course it would do no harm?—It would never come into practice.

66,825. But on some estates you think it is really wanted?—Yes, I do.

66,826. In a case like that, where your father was an applicant for a vacant farm, would you wish to appeal to any court to settle that; supposing you were free, and the agent was free, and there was no agreement between you, would you appeal to a land court with regard to that sort of thing?—I do not quite see my way to say that. I do not think it would be right. I do not think there would be a chance of

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[Continued.]

Mr. Griffiths—continued.

future good relations existing if one side was compelled to accept—say if the landlord was compelled to accept a tenant he did not wish to accept. I am afraid that would not do.

66,827. You do not contemplate any court to let all the landlord's land to tenants in the first instance?—No, I think not; that would not do.

66,828. If the tenant is on a farm, and disagreement arises between them, it is then that you would invoke some outside power?—Yes, but not if the disagreement is about anything trifling, or whimsical, or frivolous, of course, if there is a fundamental question of principle it would then come into operation.

66,829. Then there is the other side; supposing a tenant is running out a farm, it would be fair to have some power of stopping that, would it not?—I think it would be easier for the landlord to tackle a case like that through a court than personally himself.

Mr. Griffiths.

Well, it is not very easy at present, I find.

Lord Kenyon.

66,830. I think you said that you had never seen a tenant advocate his political principles on any platform. Did I understand you to say so?—I think so, indeed.

66,831. On either side?—I think that is pretty near true. I do not know that it is absolutely true.

66,832. Then it is about square?—Yes, it is very nearly square.

66,833. I have some questions to put to you. The following are handed in by Mr. Owen Wynne. "Who was the vicar of Guilsfield you mention"?—The Rev. D. P. Lewis.

66,834. I suppose it is not uncommon to apply to the clergyman for a character?—No, it is too common.

66,835. But I mean to say in the case of a character being wanted, there is no reason why the vicar should not give a man a character?—No, not the slightest.

66,836. You think perhaps that it would not hold good with a Nonconformist?—No, not quite, as I prefer no character from a vicar.

66,837. In your case you would like it from your Nonconformist minister perhaps. Mr. Owen Wynne's questions continued. "How do you know Mr. Newell, the late Lord Powis' agent, refused to let you the farm because you were a Nonconformist"?—"I believe" is what I said.

66,838. "Do you think it right to make a statement on a surmise only"?—We have no mathematical certainty, but to my mind, those two last statements and questions convey to me moral certainty.

66,839. Do you mean his saying that he was going to write to the vicar?—Yes.

66,840. Did he know that you were a Nonconformist, may I ask?—I think he suspected

Lord Kenyon—continued.

by the nature of the interview that we were, and he did not know us.

66,841. Of course you do not know what was going to be in the letter which he was going to write?—No.

66,842. Mr. Owen Wynne's questions continued. "Do you not think that if a land court was established, the landlords would cease improving their estates"?—No, I do not think so for a moment; they would take quite as much interest in their estates as they do now.

66,843. "Who was the agent of the late Sir Watkin who went to your father-in-law, Mr. Rogers, of Halfen, in 1880"?—Mr. Hughes, of Llangedwyn, and Mr. David Edwards.

66,844. "And made that remark to him about his daughters. How do you know it, is it only from hearsay"?—My wife was in court this morning, and would have said so herself, my Lord.

66,845. It was in your wife's presence; that is sufficient?—Yes.

66,846. "Do you not think there is plenty of land in the country to be bought if people have the money to pay for it"?—I believe there is, and there is a likelihood of more land being in the market. There is land in the market now.

66,847. "The young women you refer to were good looking, were they not"?—I thought so.

66,848. "And one agent was a bachelor"?—I could not say.

66,849. "How do you know the father might not have misunderstood him, even if he did allude to them"?—I do not understand the question, my Lord.

Mr. Griffiths.

66,850. Are the vicars of the neighbourhood, in general, mediums of communication between the landlord and the tenant?—Frequently, I think.

66,851. Of course that is a matter of surmise too, is it not?—No, not at all, I know that.

66,852. Oh, you know that?—Yes. There is hardly a farm let but what they have a finger in it on some estates.

66,853. Can you tell me of any instances?—Yes, on some estates there is hardly a farm but what they have a finger in.

Professor Rhys.

66,854. In the letting?—In the letting in some way or another.

Lord Kenyon.

66,855. Is that a statement you can prove?—Yes, my Lord.

66,856. You had better give an instance?—Captain Mytton is present, and he showed me

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Lord Kenyon—continued.

three applications the other day, I remember, the vicar recommending in each case. But allow me to state this further—those that are Nonconformists, they all go to the vicar.

66,857. The Nonconformists do?—Yes, in some cases they all go to the vicar, and I think it would be better if the clergymen had no hand in the letting of farms.

Professor Rhys.

66,858. You would say the same of all ministers of religion?—Yes, I would.

Lord Kenyon.

66,859. Lord Powis asks this question: "Did not the Ballot Act come into force in 1874"?—Yes, my Lord. It was the first election after the passing of the Act.

66,860. The first contested election?—Yes, in this county.

66,861. "You laid stress on the 1880 election being the first under the Ballot Act?"—Yes, I mean in this county.

66,862. Mr. Humphreys-Owen wishes to know, "What farms are in the hands of the owners in the parish of Guilsfield, and how are they cultivated?"—I do not know. That is too big a question.

66,863. You could not answer it?—There are several in the hands of owners.

66,864. Are they well cultivated?—Yes, my Lord, I think so.

66,865. Some are and some are not, perhaps. It is a general question which you would rather not answer. Is that so?—Yes.

Mr. Griffiths.

66,866. Why are they not let?—I could not say that.

Lord Kenyon.

66,867. Are they small freeholders?—No.

66,868. Mr. Woosnam asks: "Has the reluctance of a Welsh farmer to leave his own

Lord Kenyon—continued.

"county the effect of 'keeping the rents up, do you think'?"—Yes, my Lord, I think it has.

66,869. Captain Mytton asks: "Are there not several Liberal tenant farmers, yourself included, in Guilsfield parish?"—Yes, my Lord, that is true.

66,870. "Who freely advocate Liberal principles on public platforms?"—Yes, my Lord, that is true. I should say that we are tenants of kind and fair gentlemen, who let their farms independent of political and religious considerations, and Captain Mytton is one of them.

66,871. "Do you not now hold land under a Conservative and Churchman?"—Yes, my Lord.

66,872. Mr. Owen Wynne asks: "What right have you to say the clergy interfere in the 'letting of farms, if you cannot prove it'?"—Well, I can prove it. We have cases without number of clergymen writing letters and taking action of that kind. I have quoted three cases already.

Mr. Griffiths.

66,873. Could you give us any more?—No, not offhand, not chapter and verse and names.

66,874. But you could if you had time?—Yes, I could give you pages of them soon, and they get vexed if Conservative landlords let their farms to Radical tenants. That is the fact, too.

Lord Kenyon.

66,875. The following questions are put by Mr. Humphreys-Owen: "What farms are in the 'hands of owners in the parish of Guilsfield'?—I do not know how to answer that question. I think it would be rather invidious for me to name some landlords without naming the lot, perhaps, and I cannot do that, nor do I propose to do that now offhand.

66,876. "Is there not some feeling of discontent in the parish in consequence?"—I do not think there is.

66,877. "You do not think that is the case?"—No.

The witness withdrew.

Mr. BENJAMIN HIGGINS called and examined.

Lord Kenyon.

66,878. You are Mr. Benjamin Higgins, of Berriew?—Yes.

66,879. Are you a tenant farmer now?—No, I have given it up.

66,880. You have a statement, I think?—Yes.

66,881. Will you give us your statement?—I occupied "Lower Garthmyl" Farm for 10 years. My landlord was Captain Johnes. Acreage, 70; rent, 3*l.* 10*s.* per acre. When I went to the farm it was in a deplorable state. The

Lord Kenyon—continued.

land was full of colt's-foot, thistles, and all sorts of weeds. I had to clean the whole of the ground and manure it. I spent hundreds of pounds in so doing (between 600*l.* and 700*l.*).

66,882. Have you any labour sheets, or anything to show that?—No. The house, buildings, fences, gates and ditches were in a very bad state of repair, also the roads leading down to the buildings. I repaired the gates and fences, and also the roads to enable me to get down to the place for cultivation. I applied to the landlord for a new shed to put the implements in, but this he

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[Continued.]

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never put up, although he had promised to do so soon after I went there. I found the rent was too high, and I many times asked Captain Johnes for an abatement in the way of a small per-centage or an allowance for manure. He answered me, "No, I presume it is worth more than you are 'paying,' or else, 'I presume you are making money out of it according to what I hear.'" This went on for some years, and eventually I told him I could not afford to pay for the farm unless he would allow me something, as other landlords did their tenants. He persisted in refusing to allow me anything, and said, "If you do not like it, give it up." Twelve months ago I gave him six months' notice and left on the expiration of the notice. My landlord allowed me nothing for improvements or manure. I gave it up because I could not afford to pay the rent. When I told Captain Johnes I should have to give it up unless a reduction was made to me, he told me he had fully made up his mind that he would do nothing for an old tenant, but might do something for a new one. The farm has not been let since I left it. I know a number of people who have applied for the farm, but have refused to take it owing to the rent being too high. I lost about 800*l.* during the time I was at the farm.

66,883. Did you put in a claim?—Yes.

66,884. What has happened to it?—He made a larger one. I had to keep away.

66,885. I suppose he was entitled to his large claim?—I signed the agreement.

66,886. Have you any particulars of those claims?—I have them at home.

66,887. Why did you not bring them here. What was his claim for—dilapidations, I suppose?—Yes.

66,888. Was it for buildings or only fences?—Buildings, gates, fences, and ditches that had not been opened for 40 years, that is 20 years before I had it.

66,889. The rent seems a very high rent, 3*l.* 10*s.* per acre?—Yes, that is the rent, not a penny back.

66,890. What made you take it at that rent?—The times were pretty good then, and I thought it would improve—thinking I had got a decent landlord.

66,891. When did you take it?—10 years ago.

66,892. In 1884?—Yes.

66,893. We heard that the depression began in 1879?—Well, I thought things would improve and I thought I had got a good landlord.

66,894. Did you look through your agreement?—Yes.

66,895. Before you signed it?—No, I did not look through it.

66,896. How was that?—Oh, I had not time; I was in so much of a hurry to take it.

66,897. How do you mean you had not time?—I called at his house, three of us together—two bailsmen and myself, and we signed the agreement.

66,898. Why did you not look at it first?—Well, that is how I have done it.

Lord Kenyon—continued.

66,899. You were in a great hurry to take the farm?—Yes, too much. I should not be again in such a hurry.

Professor Rhys.

66,900. Is it near any town or big village?—No, it is in the country, a township near Garthmyl.

66,901. Is there any other land about there rented at 3*l.* 10*s.* per acre?—No.

66,902. Is this specially good land?—Yes, pretty good land.

66,903. Did your neighbours think you were paying too much?—Yes, I found it out very quickly.

66,904. You found that your neighbours thought so?—Yes; and I was laughed at plenty.

66,905. What do they pay generally about there, do you know?—2*l.* or two guineas all round the circular fence.

66,906. It is curious that you should have signed the agreement upon those terms. Did you live in the district before?—Yes.

66,907. Then you knew the place?—Yes, I knew the place, but I did not know so much about it.

Lord Kenyon.

66,908. What did the previous tenant pay?—It had been let at different prices piecemeal for mowing purposes, taking the hay off it and all that.

Professor Rhys.

66,909. It was of the nature of accommodation land?—Yes, accommodation land that was let very dear.

Mr. Griffiths.

66,910. You say when you took it that you had to clean it very much. I should think you ought to have had clean land at 3*l.* 10*s.* per acre?—Quite so.

66,911. I should have thought you would have had land that did not want cleaning?—Yes. It was very filthy.

66,912. What had you to clean off it?—Thistles and rough stones.

66,913. Did you plough any of this land?—There is about 28 acres of this land.

66,914. It is very dear at 3*l.* 10*s.* an acre?—Yes.

66,915. Was it ever let at that price before. You say it was let field by field?—Yes. I do not know that it ever was.

66,916. Then it cannot be let now?—No; at least it is not let.

66,917. Did you engage to repair the buildings in your agreement? Did you have the farm in good repair when you had it?—No, it was not in good repair.

66,918. It was in bad repair?—Do you mean the land or buildings?

66,919. The land and buildings?—There are no buildings to put anything in.

66,920. Did your landlord not build for you at all?—No, nothing.

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Mr. B. HIGGINS.

[Continued.]

Mr. Griffiths—continued.

66,921. He built nothing?—He put a top on a stable for me—two stables.

66,922. That is all the money he spent during the time you were there?—That is all I saw.

66,923. You were to repair everything else yourself?—Yes.

66,924. Had politics anything to do with your leaving that farm?—No, nothing.

66,925. Then why should he wish to part with an old tenant?—Because he kept telling me he could make more of it.

66,926. As he would not repair for you, he might for a new tenant?—He said he would do nothing for me, but he might do something for a new one.

The witness withdrew.

Captain HERBERT OWEN JOHNES called and examined.

Lord Kenyon.

66,930. Where do you live?—I live at the house which is on the farm that has been mentioned. I live at Lower Garthmyl House.

66,931. You have heard the previous witness's statement?—I have. It is all either false or perfectly exaggerated.

66,932. We will go through it if you wish?—Shall I read the few notes which I have made in order to shorten matters. Benjamin Higgins had the old post office house, as we call it, stables and farm buildings, and my wharf on the Shropshire Union Canal, with very large Scotch granaries and a new oven and two gardens and two large cow-sheds in the fields. Those tumbled to pieces, and it was no good putting them up for a bad tenant. He has not stated the acreage rightly: it was 25 acres 3 roods and 27 poles of arable land, and of grass land 41 acres 1 rood 36 poles, and the house, wharf, and two gardens 1 rood and 31 poles. He had it from March 1884, at the rent of 245*l.* for the whole farm.

66,933. What does that come out at per acre?—I paid all tithes, rates, and taxes, except income tax under Schedule B, which of course I cannot speak of. He was making a lot of money, and he would not tell anybody about that. It came to 3*l.* 4*s.* 3*d.* an acre within a very small fraction—there is a fraction which I did not work out in decimals.

66,934. That is quite near enough?—The place was in very good working condition when he took it over. It was given over, when he left, in the most horrible state possible.

66,935. Did he clean the whole of the ground and manure it?—Yes, he cleaned the ground. He manured it at first; then he never put anything on it since, and he put in a lot of claims.

66,936. Were the house, buildings, fences and ditches in a very bad state of repair?—Certainly not. He left them all so, but I put every gate on its hinges, and I cleaned a lot of the gutters out, and was cleaning more of them, and I rebuilt the roof of the house and rebuilt the top

Mr. Griffiths—continued.

66,927. Do you think it would be a good thing if you had some court to appeal to to settle this matter between you and your landlord?—I want somebody very bad, between him and me.

66,928. You think it would be but a fair thing?—In this case it would be a very fair thing, and what is wanted very badly.

Lord Kenyon.

66,929. I have one question to put to you which is handed in by Mr. Owen Wynne. "Were these water meadows or land arranged "for irrigation"?—Yes.

Lord Kenyon—continued.

of the granary. I had workmen employed for many days at the sheds. I have never given a tenant notice in my life, so I waited for him to give me notice. My tenants have lived with me, most of them, for a very long time, being my great-grandfather's tenants.

66,937. Did he every apply to you for abatement?—Yes, many times.

66,938. And did you refuse it to him?—Yes, always, because I knew he was making such a lot of money, and I am a poor old soldier with a very large family.

66,939. Did he give you six months' notice?—Yes, and I was delighted too, and I decided to keep the land in my own hands.

66,940. Have you tried to let it since?—I tried to let at first, and then I decided it would pay me better to keep it. I let it a bit under its proper rent. It is close to the railway station, and all that kind of thing.

66,941. It is a high rent for land, is it not?—It is extra good land; they are all water meadows, and there is water in every field, and it is very convenient for the roads, and all that sort of thing, on the canal and it is only a mile from the railway station at Montgomery.

66,942. Do you state that he was a bad farmer?—Yes, very bad.

Mr. Griffiths.

66,943. Had this gentleman any means of making money besides out of this 70 acres of land at 3*l.* 10*s.* an acre?—Yes, of course, he made it doubly, because he made it as a farmer and a butcher, or rather in three ways, also as a breeder of cart colts.

Lord Kenyon.

66,944. Mr. Owen Wynne wishes to know. "Had not the land been let for more than "3*l.* 10*s.* per acre before the last witness took "it"?—Yes. Not only that, but he has taken five acres at the auction, to my great regret; he took two small fields at 4*l.* an acre himself at

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Captain H. O. JONES.

[Continued.]

Lord Kenyon—continued.

the auction. He took those two small fields. I had put him up a Dutch barn.

66,945. Do I understand that you have let him some since?—I was obliged to; do you not see. While I was looking round to get the farm in hand I had to put the grass land at auction, as there was a tremendous lot of grass.

66,946. What did you let it at?—Within a shilling or two of 4*l.* an acre, and not to take off the crop.

66,947. The following question is put by Mr. Woosnam: "How many persons have been to "look over the land"?—That I cannot say. I should think nine or ten.

Mr. Griffiths.

66,948. Do you not consider that 4*l.* an acre was cheap when he had so much corn land?—Was dear, do you mean?

66,949. No, cheap, I think?—I am not a professional valuer.

66,950. What do you value the corn land at per acre?—In my valuation I put it all at the same value.

66,951. Quite so, but it is not of the same value?—Oh, is it not?

Mr. Griffiths.

Certainly not.

The witness withdrew

Adjourned to Llanfyllin.

10 September 1894.]

Mr. J. HUGHES.

SEVENTY-FIFTH DAY.

Town Hall, Llanfyllin, Montgomeryshire, Monday, 10th September 1894.

PRESENT :

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHŶS, M.A., LL.D

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. Brynmor Jones.

Owing to some mistake which has arisen, Lord Carrington has not yet arrived. He will be here very shortly, but as there is a large number

Mr. Brynmor Jones—continued.

of witnesses, we propose to proceed and take the first witness.

Mr. JOHN HUGHES called and examined through an interpreter.

*Mr. Brynmor Jones.**Mr. Griffiths—continued.*

66,952. Are you Mr. John Hughes of the Gelli Farm, Llansaintffraid?—Yes.

66,953. Do you wish to give your evidence in English or in Welsh?—In Welsh.

66,954. Has the statement that you have handed in been read over to you by one of the Commissioners?—It has.

66,955. The English copy that was read to you is correct?—It is.

[*The following statement of the witness was read :*]

I am a farmer. I took Trewylan Farm, in the parish of Llansaintffraid, in the year 1876. I held the farm for five years, and during that time I lost 200*l.* by the farm. As I could not make the place pay I applied to my landlord for a reduction of 40*l.* per year in the rent. My landlord refused to make a reduction, and I therefore left.

66,956. Who was your landlord?—Mr. Charles Llewellyn Davies was the then landlord.

66,957. What rent did you agree to pay?—230*l.* a year.

66,958. What was the acreage of the farm?—About 150 acres.

66,959. Was the rent reduced to the new tenant?—Yes.

Mr. Griffiths.

66,960. To what do you attribute your loss of 200*l.*?—I attribute it to the wet seasons, the farm being of a clayey, wettish character, and the reduction in prices also. The prices went down soon after I went there.

66,961. Was it the same rent to the former tenant?—No.

66,962. More or less?—Less.

66,963. How much less?—I could not say.

66,964. You applied for a reduction of rent?—I did.

66,965. What answer did you get?—He said he could not, but he offered me a few pounds towards paying for manure.

66,966. You thought that was not sufficient?—I did.

66,967. Did you try more than once?—I did.

66,968. Would you like to have some court to appeal to in such a case as that, so that you could put your case before it?—I believe a land court would be a very good thing. I do not think it would be necessary to take every case there, but it would be well to have such a court to take such cases as mine there.

66,969. On large estates you think it would be seldom used?—Perhaps not.

66,970. Is this a large estate that you are under?—Not very large.

66,971. Is it customary to turn an old tenant away and reduce the rent to a new tenant?—Yes, in this part of the country; that is a complaint ever since I remember.

66,972. You consider it is a hardship to the sitting tenant?—Yes, it is a great disadvantage.

66,973. Is yours an arable farm or pasture?—The farm that I now speak of used to be an arable farm; it used to be ploughed almost all of it.

66,974. What is usually the rent charged for arable land in this neighbourhood?—It is

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Mr. J. HUGHES.

[Continued.]

Mr. Griffiths—continued.

very difficult to say ; there is such a variety of rents.

66,975. What is the usual charge for arable land ?—I know of some who pay 2*l*.

66,976. What is the lowest ?—About 18*s*.

66,977. Do the farmers that occupy the land for which they pay 2*l*. an acre make it pay ?—Not if it is arable land. Arable land does not pay at all now.

Mr. Grove.

66,978. Have the farmers had a very bad time of it lately ?—Yes, very bad.

Mr. Brynmor Jones.

66,979. In this parish of Llansaintffraid do most of the tenant farmers speak Welsh habitually amongst themselves ?—Yes, a great many of us.

66,980. Are they mostly Nonconformists ?—I believe the majority are.

66,981. Have there been many changes of occupation of farms in that parish during the last few years ?—Yes, a great many during the last 18 years, which was the time I came yonder.

66,982. Do you know the parish of Llanfechain ?—I know a part of it.

66,983. Is it a fact that a very small portion of the present residents in that parish can be said to be natives ?—I believe it is the fact ; most of them are strangers.

66,984. Is there much Welsh-speaking in that parish too ?—Yes, almost all.

66,985. What has been the reason of this continued change of occupation of farms ?—I could not say, but many have left because the rents were too high.

66,986. Were you yourself born in this parish or do you come from some other part of Wales ?—I came from the parish of Llanwddyn 18 years ago.

66,987. Where is that ?—It is an upland parish, a hilly or mountainous parish.

66,988. Where are you farming now ?—Gelli, Llansaintffraid ; lowland.

66,989. Have you had any abatements in respect of your present holding ?—Yes.

66,990. How much ?—I have been yonder 13 years, and since that time my rent has been reduced 50*l*.

66,991. What is the present rent ?—172*l*., and the landlord pays the tithe out of that.

66,992. What is the acreage ?—103 acres.

66,993. Are the farmhouse and buildings in good repair ?—Yes, the landlord has expended a good deal on the buildings since I went yonder.

Mr. Brynmor Jones—continued.

66,994. Who is your landlord ?—Mr. Thomas Myddleton Howell, Highfield, Shrewsbury.

66,995. Had you an agreement when you took the Trewylan farm ?—Yes.

66,996. Have you a copy of it ?—Not with me.

Mr. Griffiths.

66,997. Were there any clauses in that agreement of which you did not approve ?—There was a clause in the agreement which was to the effect that I was to have nothing in the way of compensation when I left the farm.

66,998. Had you done anything to improve the farm ?—Yes.

66,999. In which way ?—I put up new gates, repaired the roads and fences, and so on.

67,000. Did you make an application for payment ?—No, I knew it would be of no use as the agreement was against it.

67,001. You say that the inhabitants of the parish were strangers. Why should it be so ?—During the last few years a number of Welsh people have come down yonder, and those who lived yonder before have found better places to live in, and have gone lower down.

Mr. Brynmor Jones.

67,002. There are some questions put by Mr. Owen Wynne: "Has Mr. Davies, the owner of "the farm you mention, got more than half-a-dozen farms?"—No, I think it is about half-a-dozen he has.

67,003. "If a land court was established, do "you think landlords would take the same "interest in their property as they do at "present?"—I believe they would, and that it would be better for the landlords themselves.

Mr. Grove.

67,004. It does not follow that if there is a land court that the parties need go to it in all cases ?—I believe if there was a land court it would be easier to deal with the landlord.

67,005. Do you think that other tenant-farmers share your opinion for the necessity of a land court ?—I believe the large majority think so.

67,006. Do you find that the tenant-farmers are reluctant to come and give evidence before this Commission ?—I do not think that they object to come, but I believe that they are afraid to come—I know of such instances.

67,007. Another question handed in by Mr. Owen Wynne: "Then you have no complaint "against your present landlord?"—No, nothing.

The witness withdrew.

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Mr. E. EDWARDS.

[Continued.]

Mr. EDWARD EDWARDS called and examined.

Mr. Brynmor Jones.

67,008. Are you Mr. Edward Edwards of Brwynen, Hirnant, Oswestry?—Yes.

67,009. Can you give your evidence in English?—Yes, I will try.

67,010. Please state what you wish to say?—Previously to the year 1830, Bwlch-sych, in the parish of Hirnant in this county, was occupied by Ellis Humphreys. The rent of the farm at that time was 10*l.* per year. Ellis Humphreys nearly came to grief at the farm in the years 1830 and 1832, and the place was taken over by his son and daughter. The son's name was Humphrey Humphreys. The acreage of the farm is about 133 acres. At the time it was occupied by Ellis Humphreys only about 13 acres of it was enclosed and cultivated. Humphrey Humphreys reclaimed, enclosed and cultivated about 18 acres more. Before the improvements were made the place would only keep a couple of cows and a pony. Humphrey Humphreys built a stable large enough for three horses, a cow-house large enough to lie 10 young cattle, two pig-styes, and a cart-house. These buildings were put up by him at his own expense. The rent was raised from 10*l.* to 20*l.* It remained at this figure until the year 1861, when the landlord and the agent went over the estate and advanced the rent to 25*l.* The rent remained at 25*l.* for three years only. In the year 1864 a valuer from Hereford went over Bwlch-sych.

Some time previous to the valuer's visit Humphrey Humphreys had enclosed seven or eight more acres on the top of the mountain. There was an excellent crop of oats on this 7 or 8 acres at the time of the valuer's visit, growing on virgin soil. The rent as fixed by the valuer was 50*l.* The tenant was raised to 40*l.* There is a piece of rocky and steep land on the farm dangerous for cattle, which Humphrey Humphreys fenced for fear of accident to his own cattle. Seeing that this part had been fenced out the landlord took advantage to plant it with larch. The landlord has not seen fit to repair the fence since. Humphrey Humphreys died 12 months last April at the age of 79. His estate was not sufficient to pay the creditors their full claims. After continually improving a farm so that the rent was raised from 10*l.* to 40*l.*, and paying for at least 30 years many hundred pounds interest on his own money and labour he died insolvent. The name of the landlord is Mr. Coke, of Hereford.

67,011. Were you any relative of this old gentleman, Mr. Humphreys?—No.

67,012. From what source have you gathered the facts?—I have heard the old man going over the old tale many times. I was living in the adjoining farm.

67,013. You have reason to believe it is a true story?—Yes, I have heard it from old men in the parish as well as from him.

Mr. Grove.

67,014. He stated to you, I suppose, that he made a good many improvements there and was never paid for them?—Yes.

67,015. Do you consider it to be right and fair that the tenant should be remunerated for improvements that he makes on a farm?—Yes, and he made those improvements because he thought he could make them cheaper than the landlord could make them himself—than if the landlord were to charge interest for the money he spent on the farm; so that he made them himself thinking the rent of the farm would never be raised.

67,016. Was he working under an agreement?—I do not think he was.

67,017. A yearly tenancy, you think?—Yes, I did not hear of any agreement.

Mr. Richard Jones.

67,018. What is the state of the fence now around the plantation?—The fence is down.

67,019. Do you think a valuer from the county of Hereford is as capable of valuing a farm in this neighbourhood as a local valuer?—No, I do not think he could be, there is so much difference in the land.

67,020. Do you think for the purposes of valuation there should be a person appointed in the county, at any rate?—Yes, a local person that knows about the district.

67,021. Do you think that every dispute between a landlord and tenant should be referred to a local valuer?—Yes, I think so, if the landlord and tenant cannot come to an agreement themselves.

67,022. Do you think that the question of rent should be referred to some third party in case the landlord and tenant failed to agree?—I think so, because when a tenant gives up his farm, it is often the case that his neighbour perhaps comes and takes it; he seizes the opportunity. Every tenant, if he is a farmer at all, has some capital in that farm, so that it is an opportunity for a neighbour to come and see if it would pay him, and he takes it; and the landlord does not know that, he might live far away; so that there is as much fault on the part of the neighbour as on the landlord.

67,023. Do you think landlords frequently take advantage of a tenant in that position; where the tenant has improved the farm to raise the rent on his own improvement knowing that he can get an advanced rent from another person?—I do not say as a rule.

67,024. But he has the power?—Yes, of course he has the power.

67,025. Do you think in some cases that power is abused?—Yes, in the case I have just referred to.

67,026. You think a tenant should be protected from an advance in rents on his own improvements?—Yes.

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Mr. E. EDWARDS.

[Continued.]

Mr. Griffiths.

67,027. You say in 1861 a valuer went over this place?—Yes, the landlord and agent went over it in 1864.

67,028. In 1864 they went again?—Yes, the valuer from Hereford went over then.

67,029. Who was the agent the first time?—The agent was Mr. Withey, I think, and from what I heard the old men say this agent was a very fair man. Mr. Coke went over to raise 5*l.* on each of the holdings, and seeing they had been improved so much he says, "I will ask 10*l.* of this man," and Mr. Withey said, "I will never ask it of this man, because every penny he makes he puts it in your land."

67,030. You consider the advance was made on the improvements?—Yes.

67,031. Are there any farms vacant in this neighbourhood?—I do not know of any now.

67,032. Are there many applications for farms when any are to let?—Yes, plenty for the convenient farms; farms near the road and in a good state of cultivation. Upland farms with large sheep runs are not so easily let.

Mr. Brynmor Jones.

67,033. Do you wish to confine your evidence in chief to the case of this Mr. Humphrey?—Yes.

67,034. Can you answer one or two general questions, do you think?—Well, I will try.

67,035. Is this parish of Hirnant a Welsh-speaking parish?—Yes.

67,036. Most of the people speak Welsh for the purpose of their social intercourse and their business?—Yes, they all speak Welsh there.

67,037. Are they mostly Nonconformists?—Yes.

67,038. Have you come across any other cases of a similar kind to this case of Humphreys?—Well, I think I know of some.

67,039. Cases in which the rents have been raised after the tenant himself has improved the farm?—Yes.

67,040. Is there any reluctance on the part of the tenant farmers to come and give evidence, or any hesitation to come and give evidence before this Commission?—I do not know of any about our place.

67,041. You think that they are not afraid to come?—Some of them are, I think, but I do not hear of any cases about our place.

67,042. I am talking about your own surroundings?—There is no large landlord.

67,043. Are there many freeholders?—Yes.

67,044. Is Mr. Coke's estate a large one?—I do not think it is.

Mr. Griffiths.

67,045. You say there are a good many freeholders in this district. How are they farming? Do they farm any better than the tenants?—Some of them do because they are safe in their holdings.

67,046. That is security of tenure?—Yes.

Mr. Griffiths—continued.

67,047. Is it lately that they have purchased their holdings, or have they inherited them?—Some have purchased them when Sir Watkin was selling his farms. I do not know how many years ago.

67,048. Do you know whether they borrowed money?—Yes.

67,049. Did they borrow the greatest part of the money, do you think?—Yes, the greatest part of the money.

67,050. And with all that you think they are going on with more confidence than the tenant farmers?—Yes; they know what improvements they make will be their own.

Mr. Grove.

67,051. Do you think they have paid the money they borrowed, or are still owing it?—Most are still owing for it, and paying 4 per cent., and not a bit nearer to paying the capital.

Mr. Brynmor Jones.

67,052. What is the state of the buildings on the farms of those freeholders, better or worse than those of tenant farmers in general?—Those that are able to repair will repair; the others are worse off.

Mr. Griffiths.

67,053. When these farms were sold did you hear of any complaints from tenants about not being paid for the improvements they had made on the land?—That was a long time ago.

Mr. Brynmor Jones.

67,054. There is a question put in by Mr. Martin Woosnam, "Did you say your rent was continually raised on your own improvements?"—No, I only refer to this case.

67,055. Are you a tenant farmer?—Yes, my father is, and I am the eldest son at home with him.

67,056. Has your father found it difficult to pay his rent lately?—The bad times work against him.

67,057. Your father is a tenant farmer?—Yes.

67,058. Has he received any abatement?—Yes.

67,059. On what estate is his farm?—He holds from two or three landlords.

67,060. What abatements does he receive?—He has received abatements, and lately he has had reductions of rent.

67,061. Permanent reductions?—Yes, he has managed with his landlord himself.

67,062. This question is handed in by Mr. J. E. Vincent: First, "Would not a thorough law of compensation for improvements meet the grievances which you have mentioned?"—I think it would.

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Mr. E. EDWARDS.

[Continued.]

Mr. Brynmor Jones—continued.

67,063. Let us just see. I am not sure that I understand the question. If the rent remained the same throughout the whole length of the tenancy, and then the tenant was amply compensated for what he had done, that would be sufficient, would it not?—Yes, if the farm was worth the rent before he made the improvements.

Mr. Grove.

67,064. Even if full compensation was given for improvements that does not give you fixity of tenure?—No.

67,065. You say in your evidence you want fixity of tenure?—Yes, that would make the farmers more free to go on and improve their land.

Mr. Brynmor Jones.

67,066. This question is handed in by Mr. Owen Wynne: "Did not Sir Watkin sell the farms at Hirnant at very low prices, and did not several of those who bought re-sell at a profit?"—I believe there was one; I know of one farm sold after. I do not know of any more.

The witness withdrew.

Mr. THOMAS LLOYD called and examined through an interpreter.

Mr. Brynmor Jones.

67,073. Are you Mr. Thomas Lloyd; of Lluast, Meifod?—Yes.

67,074. Has your statement been read over and interpreted to you in the presence of one of the Commissioners in the adjoining room?—Yes.

67,075. And the statement is correct?—It is.
[The following statement of the witness was then read.]

I now live at Lluast, in the parish of Meifod, near Llanfyllin. I went to live at a small place called Domgay, about 26 years ago. The landlord was Colonel Gateacre. The previous tenant there had built a house, and on going in I was to pay 20*l.* for the house and 5*l.* as goodwill, the condition being that my rent should not be raised. The land was in a very bad state. The rent was 7*l.* 10*s.* per annum. The previous tenant had been offered 3*l.* by the agent for clearing one field which had become quite wild with gorse and thorns. I cultivated that field, which was about an acre and a half. I carted loads upon loads of dung upon the place from Llanfyllin. I built a pig-stye which cost 1*l.* 10*s.*, a cowhouse which cost 10*l.*, and a buttery which cost 7*l.* I also paid 7*l.* for plastering, new grate, new floor, and other improvements to the house. Altogether I spent 50*l.* as well as cultivating the land before it paid me at all. In about six years

Mr. Brynmor Jones—continued.

67,067. You did not answer the first part of the question: Were the prices low? Do you know what they were?—No, I do not.

67,068. Then you can hardly answer the question. Another question by Mr. Owen Wynne: "Is not your evidence all hearsay, and does it not date back 50 years ago?"—No, not fifty; it only dates back to 1864, part of it, and that is only 30 years ago.

67,069. You have told me that the source of your information was the statements made time after time by this tenant, Mr. Humphreys?—Yes.

67,070. At the time he made that statement to you was he a man in fair health for his years, and had he a fair capacity of remembering?—Oh, yes, the same as every old man. He used to go over the history; I have heard it scores of times.

Mr. Griffiths.

67,071. Did you ever hear him say what he considered was the total amount of money he expended on this farm?—No, but I do not think you could build those buildings under 200*l.* I do not know what would be the cost at that time.

67,072. You think it would be 200*l.*?—Yes.

Mr. Brynmor Jones—continued.

I received notice to quit from the agent, Mr. Williams, of Llawrpant. I was surprised to receive this notice, and on the rent day asked the reason for it. The agent said the place was now worth 15*l.* I replied, "Who made it so?" He would not listen. The end of it was the rent was raised to 11*l.* The game had all along been included in the rent, and I was allowed to kill what I could. If I did not kill them they would eat up the place. In about three years after the rent was raised, the agent let the game to Mr. Dugdale. The same thing was done on the other farms in the neighbourhood, and Mr. Jones, of Bacheie Ucha (who is since dead), wrote to the agent on behalf of the tenants, and offered to pay him what he wanted for the game on his farms a lump sum. He never replied to that letter. On the rent day I saw the agent, and he refused to let me the game. I left in consequence, and had no compensation from the agent or the landlord.

I do not think the landlord knew that the rent had been raised. The agent said, when I spoke to him, "You cannot call upon me to give you any compensation." I estimate that I spent 70*l.* on that little place, and it was only just beginning to pay when I left. The rent of Domgay is still 11*l.*

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Mr. T. LLOYD.

[Continued.]

Mr. Brynmor Jones—continued.

67,076. What year was it that you took the farm?—I went there in the year 1869.

67,077-8. And left nine years afterwards?—Yes.

67,079. That would be 1878?—Yes.

Mr. Griffiths.

67,080-1. If I rightly understand you, it cost you 25*l.* to go into this little place?—Yes, every halfpenny.

67,082. Did the landlord know that you gave 5*l.* goodwill?—I do not know, but the agent was with me.

67,083. Had you an agreement on this little farm?—No, nothing at all.

67,084. No agreement in writing?—Nothing written.

67,085. You say that the previous tenant was offered 3*l.* for cleaning one field. Did you have the same offer?—No.

67,086. Did you clean that very field?—I did clean the field, and I asked the agent why should he offer 3*l.* to the previous tenant and not give it to me, and then increase my rent by 3*l.* 10*s.*, after I had tilled and cultivated this field.

67,087. How much per acre did it cost to clean it?—It cost me many pounds with everything; manuring and everything.

67,088. What was the nature of it; was it gorse you had to dig up?—It was common land; it had never been ploughed or tilled; it was covered with thorn and gorse.

67,089. You built a pigstye, cowhouse, and a dairy. Did you not ask your landlord to do it?—He would not do anything. He never spent a copper or one halfpenny on the land. The game was eating the place up.

67,090. Before you laid out your own money why did you not leave the place and go somewhere else?—Had he not told me I should have it for the old rent as long as I lived?

67,091. Then he did not keep his word?—No, it was within six years I received the notice to quit, and here is the notice (*handed*).

67,092. Then you object to the game being let to a sporting tenant, do you?—Yes.

67,093. Are they rather more oppressive than the landlord himself when he comes to shoot?—Yes.

67,094. Do they keep keepers?—Yes, they do.

67,095. What kind of game was there on the farm?—I killed nothing but hares and rabbits. There were scores of them.

67,096. When you left this farm, did you tell your landlord that you had paid so much money in coming in, and spent so much afterwards?—I never saw the landlord.

67,097. Did you tell the agent?—I told him many times; he only laughed at me.

67,098. Would you like to have someone else to appeal to besides the agent and the landlord, to put your case before them?—Yes.

Mr. Richard Jones.

67,099. When you entered the farm of Domgay with whom did you negotiate; with the agent or with the previous tenant?—The agent was with me when I went there.

67,100. Was there any agreement between the agent and the previous tenant as to the amount which you were to pay for the house, and also as to the amount of goodwill?—None that I am aware of; the previous tenant had built the house, but I am not aware that there was any agreement.

67,101. Those were the conditions laid down by the agent to you when you went to the place?—The agent told me that I was to take my choice; either pay the 25*l.*, or to increase the rent upon my entering the farm.

67,102. Do you know whether there was any money transaction between the agent and the old tenant?—I do not know of any. I paid the money to the tenant on entering in May. I have been looking for the receipts which I have lost.

67,103. You paid the tenant?—Yes, I paid the money to the tenant.

67,104. What kind of a pigstye could you build for 30*s.*?—Timber.

67,105. What sort of a cow-house?—Stone, and a slated roof.

67,106. Where would you get the stones?—At Lluast Quarry.

67,107. Close by?—A little over half a mile.

67,108. Is Colonel Gateacre a large landowner?—He has an estate down in Shropshire or somewhere, but it is small holdings he has about here.

67,109. Which do you think the best, a large landowner or a small landowner?—I do not know.

67,110. What do you consider the game on your place worth?—I could not say, but I was willing to give what he stated it was worth in order to prevent their eating us up.

67,111. Have you any complaint to make against the shooting tenant?—I have nothing to do with him now. I have left there many years.

67,112. Had you any complaint?—I had no complaint as long as I was allowed to kill them myself.

67,113. You had not left the place when the game was let to Mr. Dugdale, had you?—Yes.

67,114. If you thought that the landlord did not know that the rent had been raised why did you not take the trouble to write and inform the landlord?—The place has been since sold and Mr. Dugdale has bought it. I did not know then what I know now. The landlord's son came up about that time, and he was enquiring of the tenant as to the amount of rent, and he and the landlord's son thought that the rent had never been entered in the rent book. Here are my receipts for the two rents (*handed*).

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Mr. T. LLOYD.

[Continued.]

Mr. Richard Jones—continued.

67,115. What do you mean by the rent not being entered in the rent book? Do you mean the agent did not give an account of the rents

The witness withdrew.

Mrs. ANNE OWEN called and examined.

Mr. Brynmor Jones.

67,116. You are the wife of Mr. R. C. Owen, of 39, Eversley Street, Liverpool?—Yes.

67,117. Do you wish to give your evidence in Welsh?—I will try it in English.

67,118. Will you read your statement?—I would rather it was read, if you please.

[The following statement of the witness was then read:]

My father, Joseph Morris, built a house and shippon on common land (or the mountain as it is called in the district) in the parish of Llangynog. The place is called the Waun. The land is quite useless, being quite full of water, and part of it being quicksand. Wild ponies and sheep often lost their lives there. My father went to great expense and laboured hard to drain and cultivate the land. Lord Powis, as lord of the manor, claimed the rent, which was only nominal (5s. per annum), for some years. At my father's death he left the property to his second son, Joseph Morris. The son built a better house at his own expense by the side of the old one. Joseph Morris, junior, died without a will, and his eldest son, Joseph Morris, also, was only 16 years of age at the time. The third Joseph Morris went to Lord Powis' agent, Mr. Newell, to get his name put in the book as tenant. The agent advised him to take someone to live with him, and he took a man of the name of Thomas Roberts, who is still living there. The third Joseph Morris died when he was 24 years old. On his death, Thomas Roberts got the local parson (a Mr. Rowlands, of Penybont) to write a letter to Lord Powis' agent to secure the Waun for himself. When I heard of this I went purposely from Liverpool to Welshpool to see the agent. I had an interview with him, and he read to me the letter which he had received from Mr. Rowlands. Part of the letter was to this effect:—"There are none of the Morris family living, and I can recommend Mr. Thomas Roberts as a good tenant, because he has spent money on the place, and he is a strict Tory and a good churchman." I suppose it was known at the time that the Morris were Nonconformists. The contents of the letter to the agent were untrue. Thomas Roberts never spent any money during the time that he lived at the Waun, except such money as was given him by Joseph Morris. When the third Joseph Morris died there were a brother and three sisters living. They are still alive with the exception of one sister. The brother, Isaac

Mr. Richard Jones—continued.

received on the farm to the landlord?—So far as I can make out from what I was informed from the succeeding tenant that is the meaning,

Mr. Brynmor Jones—continued.

Jones Morris, is now employed at the Lake Vyrnwy Hotel. The rent was gradually raised from 5s. to 20s., and from 20s. to 60s. I cannot say what the rent is now. It was said at the time that Thomas Roberts offered more rent. Neither the first Joseph Morris nor any member of his family ever received one penny by way of compensation for all the improvements they had made to the property. I firmly believe that my father lost his life through toiling hard with the property, and working in the water.

67,119. Is that correct?—Yes; quite correct.

Mr. Richard Jones.

67,120. You say that the agent advised Joseph Morris to take a man to live with him. Why?—Because he was too young.

67,121. Do you know whether there was some sort of understanding between Joseph Morris and Thomas Roberts? Was Thomas Roberts in the receipt of salary for his work at the Waun?—No; he lived with him. Joseph Morris paid everything.

67,122. There was no clear understanding between them?—No; not that I know of. I have been living in Liverpool 40 years now.

67,123. He did not engage him as a tenant farmer would engage a servant?—No. Thomas Roberts worked in another place; he did not work much on the farm. He did not work at all on the farm, only what Joseph Morris paid him for. For six years they lived together, and these children had neither father nor mother. I am their aunt.

67,124. Was there no relationship at all between them?—I believe Mrs. Roberts is a relation of their mother; a cousin to the mother, I believe.

Mr. Griffiths.

67,125. Is it customary to get the clergyman of the parish to write to the landlords when there are applicants for a farm?—Well, I have seen it done.

67,126. You say that part of the letter contains a statement that there are none of the Morris family living?—That was in the letter.

67,127. That was not true, was it?—No, I had three brothers living then, and he had a brother and three sisters.

67,128. Could it possibly be correct that the clergyman of the parish would say that there were none living?—Well, that is the way in which it was read; perhaps the letter could be got again.

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Mrs. A. OWEN.

[Continued.]

Mr. Brynmor Jones.

67,129. This question is handed in by Mr. Vincent: "Do you quote the letter simply from memory?"—Yes, exactly, from memory; because I felt it very much then. I remember every word. I begged very hard of Mr. Newell to let some of the family live in the Waun, as it was my father's.

67,130. Did you see the letter yourself?—No, he read it.

67,131. Mr. Newell read it?—Yes. I am sorry Joseph Morris's brother is not here. I thought he would have been here.

67,132. Another question handed in by Mr. Vincent: "Do you know if the clergyman who you say wrote this letter is alive, and if so, where he lives?"—He lives at Penybont.

67,133. You think he is alive?—I do not know; I very seldom go there.

The witness withdrew.

Mrs. MARY WILLIAMS called and examined through an interpreter.

Mr. Brynmor Jones.

67,139. Are you the wife of James Williams, of Pencraig, Llangynog?—I am.

67,140. And daughter of Robert Evans of Cwmucha, Glan Rafon?—Yes.

67,141. That is in the parish of Llanrhaidr, I think?—Yes.

67,142. Has your statement been read over and interpreted to you in the presence of one of the Commissioners?—It has.

67,143-4. And is it correct?—It is.

[The statement of the witness was then read as follows:]

My grandfather enclosed the land afterwards called Cwm and built a small house thereon. It was about four or five acres in extent. On the death of my grandfather it came into possession of my father Robert Evans. I cannot say whether my grandfather paid anything to Lord Powis, but I know that my father did, 30s. a year. My father rebuilt the house, raised it higher and put a new roof to it. About 23 years ago he died and left a sister of mine who occupied the place. My sister was unwilling to remain there, thinking it would be better she should go out into a situation, and in the mean time, with her consent, I applied for the place. We applied to Mr. Jones, the local agent. They said they wanted it for the quarry. Mr. Jones (the agent) came there, and my sister's furniture was in the house locked up. He came with a policeman and burst the door and threw the things out. I do not know that they had any order from the magistrates. I do not think my sister was served with any notice; if she had been she would have told me. She did not owe any rent. They did not take any of the things from there, but left them on the fold for 12 months. There were chairs, a dresser, and numerous other

Professor Rhys.

67,134. I do not think he is alive. He might be represented, I suppose, by someone?—It is not a long time ago.

67,135. Mr. Rowlands of Penybont, was it not he?—Yes.

67,136. I think he left to go to a living at Rhuddlan. Mrs. Rowlands might be able to tell us something about it perhaps at Machynlleth? Very likely.

Mr. Brynmor Jones.

67,137. Mr. Newell is dead, is he not?—I do not know, I very seldom come this way now.

67,138. This is a question by Mr. Owen Wynne: "Do you not suppose that when Thomas Roberts was taken in by the Morrisies there was some understanding he should have the place some time, and that he had a share of the stock?"—I do not know. I did not know that he had; I did not live there.

Mr. Brynmor Jones—continued.

articles of furniture. It was a poor little house; my father had lived hard to rear up a family. We left the things there expecting to have the place back again, but we eventually divided the property. The place was let to William Roberts, a farmer in the neighbourhood; for 12 months no one occupied the house. I saw Mr. Jones (the local agent) many times, and I was at Powis Castle once. I there saw some of the agents. The answer given me was that they could do nothing as Mr. Newell was from home. I went afterwards to the court leet at Penygarnedd and there saw Mr. Jones and Mr. Newell. I received the same reply, that they wanted to keep it for the quarry. I never tried after that. They let it to John Watkin, the person who is now the occupier. He is a quarryman and a miner. He works in the Rhiwarth Quarry, but not in the quarry referred to by Mr. Jones. We never received any compensation for the building which was erected.

Mr. Griffiths.

67,145. On what estate was this common?—Earl Powis's.

67,146. Do you know if there was any application made for the money which had been expended on this place?—I do not know.

67,147. The landlord was never asked to pay?—No.

67,148. When the money was laid out did they consider that they were tenants for life or what?—I could not answer that.

Mr. Richard Jones.

67,149. How long did William Roberts, the farmer, occupy the land?—I think it was a twelvemonth.

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Mrs. M. WILLIAMS.

[Continued.]

Mr. Richard Jones—continued.

67,150. Who occupies the land now?—John Watkin.

67,151. What rent does he pay for it?—I do not know.

67,152. What was thought in the neighbourhood of the action of the representatives of Lord Powis in throwing the furniture out into the road?—It was their opinion that the children ought to have the place.

67,153. Was it their opinion, too, that they had been hardly dealt with?—It was.

Mr. Grove.

67,154. When your father rebuilt the house, and made it higher, as you say in the evidence, how much did he spend on it, do you know?—I am not quite sure; I do not know for certain.

Mr. Griffiths.

67,155. Do you know of any other cases in the same neighbourhood similar to yours?—I do not know of one.

Mr. Brynmor Jones.

67,156. Have there been many encroachments of this kind? Have many of these small houses been built by the people?—Not many lately.

67,157. But in the olden times?—I do not know.

The witness withdrew.

Mrs. MARY EVANS called and examined through an interpreter.

Mr. Brynmor Jones.

67,164. Are you Mrs. Mary Evans, of Ketch, Llanfyllin?—Yes.

67,165. Has this statement, which is in English, been read over and interpreted to you in the presence of one of the Commissioners?—Yes.

67,166. And it is correct, is it not?—Yes.

[The following statement of the witness was then read:]

I am the wife of Edward Evans, of Ketch, in the parish of Llanfyllin. I am the eldest daughter of Evan Evans, of Tynycelyn, Penygarnedd, who died December 18th, 1874, aged 58 years. My father was born at Tynycelyn. His father and mother, Evan and Mary Evans, also occupied during their lifetime. My father succeeded his father, who I am told built on the common and enclosed the land. I remember Tynycelyn house rebuilt by my father, converting two houses into one. He also built a cow house and a small barn and also a lean-to. That was about 30 years ago. He told my husband that the house and buildings on Tynycelyn cost him at least 100*l*. My father was a labouring man employed under the district surveyor of the

Mr. Brynmor Jones—continued.

67,158. Have you ever heard the phrase *ty unnos*?—I have heard it many a time.

Professor Rhys.

67,159. *Caban unnos* you call it, do you not, in these parts?—Yes, *caban unnos*.

Mr. Brynmor Jones.

67,160. What do you mean by that, and what do the other people mean when they used that phrase?—I cannot say.

67,161. This is a question by Mr. Owen Wynne: "Do you think your grandfather had any right to enclose land and build a house on the common, and how long is it since he enclosed it?"—I do not know how long ago it is. I cannot say that.

67,162. Do you think your grandfather had any right?—I cannot say; it is a long time since then.

67,163. "Do you know that Mr. Newell and Mr. Jones, the sub-agent, are both dead now?"—I do; I should have been very glad if they were alive now.

Mr. Brynmor Jones.

Mr. Vincent says every effort shall be made to trace these cases and ascertain what were the facts.

Mr. Brynmor Jones—continued.

trustees of roads. He was a very industrious man. He used to get up at three o'clock in the morning when building the house, &c., to prepare mortar and other things for the masons, &c. Then at the usual hours he would proceed to his work as roadman.

In 1874 my father died. He had just completed roofing the cow-house, having enjoyed the fruit of his labour at Tynycelyn for about 10 years. The rent of Tynycelyn, during my father and grandfather's lives, was 5*l*. a year. My stepmother, Ann Evans, continued to occupy Tynycelyn up to her death, in 1885, at the same rent as had previously been paid by her predecessors. She occupied the place for about 11 years after the death of her husband. After her death the place was occupied by her cousin, David Jones, up to the following Lady Day. David Jones was her executor, and to him she had left all her effects. We were told that one of the children of Evan Evans should have the place. My brothers and sisters consented; as I was the eldest child of Evan Evans, and had been at home keeping house for him during the time he was a widower, that I should apply for Tynycelyn. I did so, or rather my husband did so. We saw Mr. James, of Tanyffridd. Mr. James said that one of the children of Evan

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Mrs. M. EVANS.

[Continued.]

Mr. Brynmor Jones—continued.

Evans was to have the place. My husband then saw Mr. C. H. Evans, who was then the local agent. After that I went to the court leet at Penygarnedd, held in the summer. I there saw Mr. C. H. Evans, who said to me, "What did you come here for? Did not I tell you that everything was all right?" I said, "I should like to see Mr. Newell; I saw Mr. Newell." He said, "Is this the one Humphrey Humphreys has been writing to me about?" Mr. C. H. Evans said, "Yes." Mr. Newell then said, "Tell her to send her husband to meet me at the Goat, Llanfyllin." My husband went as requested, but did not see Mr. Newell personally. He saw Mr. C. H. Evans, who told him everything was all right, which I considered meant that we were to have Tynycelyn. My husband, although requested by the agent to meet Mr. Newell, was not allowed to see him. After that Mr. C. H. Evans told my husband that he was going to Powis Castle about Tynycelyn and other places. My husband asked if he should come with him. He said, "No, I will make it alright for you." My husband afterwards saw him. He said, "O, lad, I had great trouble; they wanted to have 7*l.* for Tynycelyn, but 6*l.* 10*s.* it is to be." My husband then asked, "Is anything else wanted?" He said, "No, only to sign the agreement on the rent day." I attended on the rent day at Llanfyllin. I saw Mr. Newell. He said, "There is a dispute; I shall see." After that I heard that the place had been promised to a Thomas Lewis. I did not go after the place afterwards. I thought it

The witness withdrew.

Mr. EDWARD EVANS called and examined through an interpreter.

Mr. Brynmor Jones.

67,174. Are you Edward Evans, of Ketch, Llanfyllin?—Yes.

67,175. And your statement, which is written in English, has been interpreted to you?—Yes.

67,176. Is it correct?—It is.

67,177. You are the husband of the last witness, Mary Evans?—Yes.

[The following statement of the witness was then read:]

I married Mary Evans about 28 years ago, and we lived at Tybrag, Bwlch-y-cibau. Her father (my father-in-law) whose name was Evan Evans, lived at Tynycelyn, Penygarnedd. About 18 years ago my father-in-law was ill and I visited him at Tynycelyn. He then told me he had spent 100*l.* on improvements at Tynycelyn. He pointed out to me a wood from which Lord Powis' agents had promised to give him some timber, as this promise was not kept he had been obliged to buy and pay for timber

Mr. Brynmor Jones—continued.

was hard lines that we should lose our old home and the place where my father had spent so much of his hard-earned money.

ENCLOSURE OF COMMON.—I remember when I was at home at Tynycelyn the cottagers at Penygarnedd used to turn their cattle to the common, called the "Wern." We considered at the time that we had, with our neighbours, a right to the common. It is now enclosed.

Professor Rhys.

67,167-8. Who was Mr. Humphreys?—Mr. Humphreys, of Bryn Teg, at that time.

67,169. I mean, what had he to do with the management of the estate?—Nothing at all, only he wrote on behalf of us children. My father had been working under him.

67,170. I understand now. Who was Mr. Newell; was he the head agent?—Yes.

67,171. He is not the agent now?—No; he is now dead.

Mr. Grove.

67,172. You speak of your father spending a deal of money on that place. How much did he spend there?—About 100*l.*, he told my husband.

67,173. Did he spend that in addition to his own labour?—He had a little assistance from my step-mother.

Mr. Brynmor Jones—continued.

after all. Soon after this visit the old man died. His children agreed to leave everything as it was for the widow. The widow was the old man's second wife, her maiden name being Ann Rickett. The widow lived about 11 years after the old man. After her death I called upon Lord Powis' local agent and told him my wife was very anxious to go and live at the old home. He told me to leave it to him and we would be sure to get it. My wife subsequently attended a court leet at Penygarnedd, in order to see Mr. Newell, the head agent. My wife saw Mr. Newell and he told her to tell me to meet him at Llanfyllin. I went to Llanfyllin but failed to see Mr. Newell. The local agent told me that Mr. Newell wanted me to come again next rent day when everything would be put right. I went there the next rent day, and at 10 o'clock on the following day (Friday) I saw the local agent; he asked me to wait a little. I waited a long time and when I saw the agent next he told me that Mr. Newell had let the place to another person. The reason he gave was that I

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Mr. E. EVANS.

[Continued.]

Mr. Brynmor Jones—continued.

had told a Tory canvasser that I would not give my vote for Wynn (the Conservative candidate for the county), and that Mr. Newell would not give the place to a Liberal.

My father-in-law only lived above six years after he expended the bulk of the 100*l.* on the place. He never received anything for the improvements he had made.

67,178. Is that correct?—Yes.

Lord Kenyon.

67,179. What election was this?—It was Mr. Wynn's election.

67,180. At what date was it?—A long time since then. I did not put the date down. I did not put anything down.

67,181. Was it 1862—30 years ago?—Not so much as that.

67,182. Was it 20 years ago or 30 years ago, or what was it?—It is 28 years ago since we were married.

67,183. Was it before or after you married?—It was after.

67,184. How long?—I am not quite sure. I was from six to seven or nine years. I did not put those things down.

67,185. Would it be about 20 years ago?—More than that.

67,186. You have made a certain accusation; can you not remember what year it was, or anywhere approaching it?—I did not put anything down then. I did not think much about it after then.

67,187. But yet you appear to remember it now?—I am not quite sure of the year.

Mr. Brynmor Jones.

67,188. The election of 1874 would be just 20 years ago?—I am quite sure of what he told me.

Lord Kenyon.

67,189. Who was the Liberal candidate?—Mr. Roberts, Abernant, was canvassing on the Tory side.

67,190. Who was standing in the Liberal interest against Mr. Wynn.—Mr. Rendel.

67,191. Then it was 1880, was it not?—I am not quite sure.

67,192. What was the nature of the improvements that your father-in-law did, was it a building?—It was all on the building.

Lord Kenyon—continued.

67,193. What sort of building was it?—He rebuilt the house, back kitchen, and a piece at the end of it. There was a cowhouse and a barn, and he had put a roof on that.

67,194. Did he do all this and get nothing for it?—He had nothing for it and what he told me was that they had promised him some timber and also promised him a lease on the place.

Mr. Griffiths.

67,195. Was it on account of this lease that these houses were built?—Yes; I told the old man that he was very silly to lay out such an expense, and he replied that he had been promised a lease.

67,196. Who was it that promised the lease?—Mr. Newell.

67,197. Had he any agreement in writing?—I could not say.

67,198. Was there any application made for payment for these buildings when he had to leave the place?—No, he died rather suddenly.

67,199. But did his executors or children get anything?—My wife applied for the place to occupy it.

67,200. But they would not let her live there?—No, they would not. They had faithfully promised that she should have it, but when it came to the end that is what Mr. Newell told her.

67,201. Is it not customary on the estate to let the farms to relatives of a former tenant?—Yes, as a rule.

67,202. What was the reason that they would not let her come in?—On the last rent day Charley said that we had the place—it was as good as having been let to us—and I went to see Mr. Newell, but Charley went upstairs and I said I was bound to see him. I asked him why he kept me in the dark, and he said the reason was that no Liberal should have it, because I told that party that I would not give my vote.

Mr. Richard Jones.

67,203. Who was the tenant that succeeded—what was his name?—Thomas Lewis.

67,204. Was he a Conservative or a Liberal?—He was a Conservative.

67,205. Is it true that you told the Tory canvasser that you would not give your vote to Mr. Wynn?—I said that I would not give Mr. Wynn my vote.

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Mr. E. EDWARDS.

[Continued.]

LORD CARRINGTON here took the Chair.

Mr. EDWARD EDWARDS called and examined through an interpreter.

Chairman.

67,206. Does this statement contain your evidence?—Yes.

67,207. Has it been translated to you?—It has.

67,208. You perfectly understand it?—I do.

67,209. And you are satisfied that it is correct?—I am.

67,210. You are willing that it should be read aloud?—Yes.

[The following statement of the witness was read:]

Evidence of Mr. EDWARD EDWARDS, Waen Cottage, Bwlch-y-cibau, near Oswestry.

See
evidence
of next
witness,
and 71,594.

The extent of Waen Cottage is about 5½ acres. The cottage and buildings were erected by my father in the year 1859. A good stone cottage and buildings attached. The place is on Lord Powis' estate. My father was allowed timber in the rough and slates to build. My father was bred and born in the place, and his father (David Edwards) occupied it before him.

I have heard my father say many times that my grandfather recollected the place all common land. I have also heard him say it cost him 150*l.* to erect the house and buildings. My father paid 8*l.* a year rent. He had a lease for the lives of himself and his eldest son.

On the death of my father my mother took the lease to Powis Castle and the agent kept it there. My eldest brother died in the lifetime of my father. My mother thought the lease had expired. She went to Powis Castle to inform them of my father's death, and to see if she could take the place. She told me after she came from the Castle that she was to be allowed to take the place during her lifetime at the same rent that my father paid. My mother was tenant during her lifetime.

About nine weeks before she died Mr. Asterley, of Llanymynech (one of Lord Powis's agents), came to our house and I went with him upstairs to my mother. There was an arrear of rent. He produced a paper which was sent by Mr. Addie (Mr. Addie is Lord Powis's head agent) and wished my mother to sign it, adding that if she would sign this Mr. Addie would forgive her the back rent. He did not read the paper over to my mother or myself. He wished her to sign it. She said she would sign anything for me to have the place after her death but nothing else. I said, "Mr. Asterley, I suppose

Chairman—continued.

"if my mother signs this paper I must turn out with my wife and family." He replied, "They cannot turn you out without twelve months' notice." I am the only surviving son of Joseph Edwards.

My mother went down to Llansaintfraid to a sister of mine and she died there. I remained in the house. On the morning of the rent day in June 1893 I was preparing myself to go to Llanfyllin, and whilst dressing, Mr. Addie (accompanied by Richard Hughes, a bailiff to Lord Powis) came to the house. He asked me what I was going to do with the hay on the fields. I said I did not know unless I was going to have the place: that there was talk that I should not have it. I asked him if I could have the place. He did not answer me. I asked him again. He then said, "Telling you plainly, you are not going to have it." I told him if I should have the place I would find him the rent that day. He then went away. I received a notice from the landlord that unless I quitted the place proceedings and ejectment would follow. On the 18th June I received a letter from the Powis Castle Estate Office that the place had been let to Mr. David Edwards, of Cefn, and that I was to give him immediate possession. (This letter was handed to me by Edwards.) In a day or two after the receipt of this letter Edwards brought his cattle and a pony to Waen Cottage. He came and fetched them away soon afterwards. On the 24th August four men came to Waen Cottage in company with David Edwards and his son and put all my things out on the side of the road. It was in Llanfyllin and only my wife and five children were at home. It was raining hard at the time, and my things were all wet. My wife came after me to town and told me what had happened and I returned with her. I found they had put a new lock on the door. I borrowed a hammer, went in through the window, and knocked the lock off. I re-entered and put my furniture back. One of the men told my wife that they were bound to turn them out; that they were sent by Mr. Addie to do so.

I have been there ever since. On the 10th May 1894 I received a letter from Mr. W. A. Pugh, solicitor, Llanfyllin, on behalf of Mr. Richard Hughes to pay 8*l.* rent due to him. Richard Hughes is a bailiff on Lord Powis's estate. I have never received a notice from Powis Castle Estate Office informing me that Hughes had purchased Waen Cottage.

I have not paid the rent.

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Mr. E. EDWARDS.

[Continued.]

Mr. Richard Jones.

67,211. You say that after receipt of the letter Edwards brought his cattle and a pony to Waen Cottage, and that he afterwards came and fetched them away. Why did he come and fetch them away after taking them there?—I believe that he had not had the place—that he had no right to it.

67,212. Then he was trying it on?—Yes, that is all.

Mr. Griffiths.

67,213. What was the reason given you why you should leave?—I do not know. I have got my father's will in my pocket.

67,214. Did you not ask them why you should not have it?—I asked them why I should not have the place, and he said nobody should have it.

67,215. He gave you no reason whatever. Are you living in this place now?—Yes.

67,216. How much is the back rent?—It was 18 months when my mother died.

67,217. Do you not think it is right to pay that rent?—I do not know, indeed, whether it is or not.

Mr. Brynmor Jones.

67,218. No legal proceedings have been taken against you, so far as I can understand from your statement?—No, not at all.

67,219. Had any notice to quit been given in proper time?—Nothing at all.

67,220. What year did this alleged eviction take place in. Was it last year?—1893, 24th August.

67,221. Did you take out letters of administration to your mother's estate?—Before she died?

67,222. No, my meaning is this: as I understand it your mother was the tenant?—Yes.

67,223. And according to your statement she seems to have been tenant for life; at least I am not quite sure of it—your statement is ambiguous?—My father's will will point out exactly how things stood.

67,224. What does your father's will say. [Witness handed in the will.] You say in your statement that your mother said when she came from the Castle that she was to be allowed to take the place during her lifetime?—Yes, her lifetime.

67,225. Then if that is so at most she would not have been more than a tenant for life, and when she died the tenancy ended?—She was willing—it was her will that I should have the place after her.

67,226. Yes, but then if she had only a tenancy for life in it—an interest for life in it—there was nothing to give away when she died. Then your father does not mention you in his will. He gives “unto my dear wife Mary Edwards” all his estate and effects, and that is the only bequest in the will?—He has named me in the will.

Mr. Brynmor Jones—continued.

67,227. It is in the codicil; I had not seen that. “I also desire that the interest in the “ leasehold and the tenement where I now reside “ may devolve and come to my son Edward “ Edwards.” But was there any lease of the house?—Yes, for two generations—for the life of my father and that of my brother. He has been dead 26 years; my father has been dead eight years.

67,228. Then this tenancy, which is as we lawyers would call it a tenancy *pour autre vie*, would seem to me to have ended when your father died—there was nothing for the will to operate upon?—I understand that the lease came to an end then.

67,229. Yes; I see your grievance. The difficulty I have is to see what estate you had in the land, but even that point, as you were in possession, would not justify forcible entry. Did you not take any legal advice on the matter?—Yes, I did.

67,230. I do not know whether it is worth while going into the legal aspect, but, of course, if you paid the rent to Richard Hughes that might have made you tenant from year to year. The matter seems complicated. I am afraid we cannot go into it?—Richard Hughes never bought it; he did not buy it at all. I do not believe Lord Powis can sell it; the place is mine.

67,231. I know that is what you say. However, I cannot see what title you have got to it. You have not shown any title to me yet. Your grievance is that you have been ousted prematurely from these premises?—Yes, that is so.

67,232. Then I am bound to tell you that you do not satisfy my mind of your title in this case, but I follow your grievance, and I am afraid it is too complicated for us to go into. Have you taken any part in politics or anything?—Not at all.

67,233. Have you given any offence in any way to Lord Powis or his agents?—No, not at all.

67,234. Why were you turned away then—I mean assuming that they might have allowed you to remain tenant of the cottage. What reason was given for sending you away?—They wanted my place for another man.

67,235. Were you ever summoned before the magistrates? Was there any dispute which led to a summons?—No, never. There was no summons.

Lord Kenyon.

67,236. Have you ever paid any rent?—No, not after my mother's death.

67,237. Why not?—I asked Mr. Richard Hughes to speak to Mr. Addie, and ask him what he intended doing—whether he would receive the rent or what—those were Richard Hughes' words, his bailiff, and he said, “Receive no rent whatever.”

67,238. You have paid no rent, and you have not paid the arrears, I understand?—No.

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Mr. E. EDWARDS and Mr. W. F. ADDIE.

[Continued.]

Mr. Brynmor Jones.

From the answers to Lord Kenyon's questions, it would seem that there is a claim by Mr. Richard Hughes for rent, which I do not understand. They would not take the rent. Mr. Richard Hughes was demanding rent through a solicitor. However, I do not understand the matter.

Chairman.

67,239. There is a question handed in by Mr. Vincent: "Had not Mr. Addie good reason for not accepting you as a tenant?"—No, not at all.

67,240. Mr. Woosnam asks, "Have you offered to pay the rent?"—Yes; through Richard Hughes.

The witness withdrew.

Mr. W. FORRESTER ADDIE re-called and further examined.

Chairman.

67,241. Is there anything you wish to say upon this?—I simply wish to say this, that Lord Powis has never recognised Edward Edwards as a tenant at all. The lease expired, I think, in 1886.

At the expiration of the lease Edward Edwards' mother was continued as tenant, and it was only when she removed, I think in 1893, that it became a question of Edward Edwards making application for it. I am going to speak very plainly, my Lord, as to the reason why it was not let to Edward Edwards. It was not let to Edward Edwards because Lord Powis considered him an idle, drunken, worthless man; he would not even support his mother, or his wife and children, and one of the reasons why his mother went away was that she was so old that she was unable to look after the place, and Edward Edwards was too lazy to do so for her. If Edward Edwards had been a respectable man, unquestionably he would have been allowed to succeed his mother. I have a written statement from his mother herself, stating herself that she did not wish the place left to him.

67,242. Have you got that here?—No, my Lord, I have not, but I can easily produce it.

The witness withdrew.

Mr. B. T. GRIFFITH-BOSCAWEN called and examined.

Chairman.

67,249. Have you let Mr. Moss know that you were coming to give evidence here to-day?—No, I did not, but he did not let me know when he gave evidence against me at Ruthin.

67,250. He has had no information that you were coming forward to give evidence?—No. I did not know that it was necessary; I would have done so if I had known it was necessary to do so. I had no intimation that it was necessary.

67,251. I think all the Commissioners know the circumstances of the case; they remember the statement that Mr. Moss made?—Yes, it

Mr. Brynmor Jones.

67,243. You have used some strong language about this gentleman. Has he ever been convicted before justices?—I do not know. I ought to have stated this: Edward Edwards stated that he did not know the reason why he was not allowed to be tenant. I told him myself exactly in the words in which I have told the Commission just now.

67,244. You do not deny that four men threw his furniture into the street, or wherever it was?—No.

67,245. How do you justify a forcible eviction of that kind? Do you not know that you might be indicted for it?—We were advised as to the course in which to proceed, and he was not recognised in any sense as tenant.

67,246. That does not matter; the man was in possession?—Yes, unfortunately.

67,247. And the law recognises possession. Most of the landowners' titles depend upon proof of possession in the long run. How do you justify the forcible eviction? You ought to have gone before the justices or the county court?—We wanted possession of it.

67,248. You might have provoked a riot, and, as I say, it is an illegal thing to force an eviction. You have no justification to offer?—No.

Chairman—continued.

was simply this, Mr. Moss said at Ruthin, without giving me any notice, that I had refused to take a cow into grass land (where I take a few cows sometimes, on land which I hold myself) because the man was a Radical, and had opposed me at the county council election. I wish to say that is not true, as I said in my letter, but I was told that that could not be received as evidence.

67,252. Is there anything else you have to state?—I do not know whether I ought to mention it, but Mr. Moss was kind enough to refer to my wife, Mrs. Griffith-Boscawen, as to some

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Mr. B. T. GRIFFITH-BOSCAWEN.

[Continued.]

Chairman—continued.

conversation which he said she had about this cow at the 1889 election. I understand that you admit hearsay evidence, so that I—

67,253. One moment. This is only rebutting evidence, you see?—Yes. Mr. Moss made a statement that someone had told him—

67,254. We will admit that statement?—Yes. Mrs. Griffith-Boscawen assures me that she never had any such conversation whatever with a man named Pierce, and that she does not at this moment know the man by sight. Of course, I am bound to take her word for that, and I think it is very probable that she did not know him by sight, because when he had his cow in my grass ley for years he used to send his wife to milk her, and I do not think the man came himself. I have seen him on a Sunday sometimes.

67,255. Is there anything else?—No, only that I stand under the imputation of importing politics into ordinary transactions, which I am not in the habit of doing. I think I ought also to say that I stood at both county council elections non-politically, because I think county councils should not be political bodies. Therefore I had no reason for excluding any person's cow from my ley because he was a Radical.

67,256. The Commission understand that Peter Pierce sent a cow to a summer ley belonging to yourself for 17 years?—I do not know for how long. He had had it there for some years.

67,257. And that in the year of the county council election, in which you were not successful —?—I was successful—I had a larger majority than the previous years.

67,258. You were successful; in the year of the county council election in which you were successful by a larger majority than the previous years, he did not send it?—He did not apply to send the cow until he knew it was absolutely too late, because I had taken other cows. It is five and a half years ago, and it is very difficult for me to remember what cows I took then, but I only took a few. My man tells me that the cow that was taken instead of Pierce's, as he did not apply, belonged to a man who was a cottager. I do not name him; I do not know that I was ever asked before, but he is considered to be a radical, the man whose cow, we believe, was taken. As to considering the politics of any persons whose cows are allowed to come to the ley in my park, it is the last thing I should ever think of.

67,259. I think we quite understand the circumstances with regard to that. How many cows do you take?—Oh, very few; I only keep a small quantity of land in my own hands, and sometimes if I have too much grass I tell my man to take in three or four cows, or something like that. It varies; sometimes when I am mowing I do not take in any.

67,260. Had these transactions to go on through you?—They generally go through my man—my gardener, who acts as bailiff for the small piece of land. I let the rest of the park off. He simply told me that the man did not apply, and that was why the cow was not taken.

Chairman—continued.

Why he did not apply I cannot say. To say that I did not take the cow because he worked against me at the county council election is absolutely untrue. It was a story concocted at the 1892 election amongst a great many other stories; one story was that I had given a casting vote as Chairman of the Joint Police Committee.

67,261. I think we will take your statement to that effect, and we also wish to have it distinctly understood that you say that Mrs. Griffith-Boscawen does not know Peter Pierce by sight?—She states she does not know him at this moment by sight.

67,262. And she has never had a conversation with him in public?—No, never. Some ladies made themselves rather too busy at the county council election, and it is possible that some lady may have spoken to Pierce, not as to the cow, but with regard to something else, and that Mr. Moss may be mistaken. Mrs. Griffith-Boscawen says she never did.

Mr. Brynmor Jones.

67,263. I think we ought to mention this to you, that Mr. Moss and Mr. Peter Pierce both attended at Rhyl in order to hear your rebutting evidence, and to be there to give their version of these transactions. Why were you not at Rhyl?—No notice was ever sent to me as to the matter, and I could not go. I had a telegram from your Secretary to ask whether I would attend. Certainly I had that late the day before, but it was too late for me then to go; I had an engagement that day, and I really thought that the charge was such a paltry one that a letter was quite sufficient. However, I have been urged by others to come here, but, considering I have been Chairman of Quarter Sessions for 14 years, and Chairman on the Board of Guardians for 23 years, I scarcely think that if I had acted in that paltry way I should be in the position I am now in.

67,264. I have listened to your rebutting evidence; it does not meet one point which was made by Pierce. According to Pierce's statement, which was read by Mr. Moss when he gave his evidence, it was your gardener that promised to give him the land as usual?—My gardener denies doing anything of the kind. I asked him, "Did you ever see him?" "No," he said, "he never spoke to me about the cow at all."

67,265. According to what Pierce says, in the autumn of 1888, that was before the county council election, the gardener to whom you were entrusting the management of this concern had promised him the ley as usual?—Yes, I have heard that he said that.

67,266. Then came the county council election. I suppose it was in February or January, 1889?—The county council election was in January, and nothing is ever said about leying cows until February, so that it is utterly improbable that anything would be said in the autumn, and my man declares he never spoke to him about the cow at all.

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Mr. B. T. GRIFFITH-BOSCAWEN.

[Continued.]

Mr. Brynmor Jones—continued.

67,267. Did you hear about the disturbance outside the committee room; that was the occasion on which Mrs. Griffith-Boscawen was alleged to have spoken?—Mrs. Griffith-Boscawen says she knows nothing in the world about a disturbance—she knows nothing about it. She denies having spoken to Mr. Pierce at all, or to Mr.

Mr. Brynmor Jones—continued.

Moss either; in fact, she did not know Mr. Moss by sight even until he was pointed out to her on the day of the election. See 713.

Chairman.

The Secretary will send notice to Mr. Moss of the evidence which has been given.

The witness withdrew.

Chairman.

Colonel Hughes, there are four witnesses from Lady Watkin Wynn's estate, who, I understand, all give practically the same evidence? (Col. Hughes.) Yes.

Chairman—continued.

Would it be convenient to those gentlemen, as I think it would be to the Commissioners, that we should take them together? (Col. Hughes.) Yes, my Lord.

MESSRS. CHARLES LOVATT DAVIES, ROBERT SIDES, WILLIAM MORETON, and EDWARD HUGHES called and examined.

Chairman.

67,268. Mr. Charles Lovatt Davies, you are a tenant farmer?—Yes.

67,269. Where do you live?—At Tynant, Garth Eryr.

67,270. Your holding is 295 acres 2 roods 9 perches, without right of sheep run?—Yes.

67,271. (To Mr. Robert Sides.) You are a tenant farmer?—Yes.

67,272. Where do you live?—At Penybryn, Llangedwyn.

67,273. The acreage of your holding is 211 acres, without a sheep run?—Yes.

67,274. (To Mr. Edward Hughes.) You are also a tenant farmer?—Yes.

67,275. Holding 36 acres without a sheep run?—Yes.

67,276. Where do you live?—At Derwendeg.

67,277. (To Mr. William Moreton.) You are also a tenant farmer; where do you live?—(Mr. Edmund Moreton.) My father is the tenant; I represent my father, who is here. We live at Abercynlleth, Llangedwyn.

67,277a. Are you the tenant?—(Mr. Edmund Moreton.) No, I am speaking for my father.

67,277b. Does your father speak English?—(Mr. Edmund Moreton.) Yes, he speaks English.

Then I should like to have the real tenant, if you please. You can stand by him.

(Mr. William Moreton came forward.)

67,278. All you gentlemen hold land under Lady Williams Wynn?—Yes.

67,279. You wish to give evidence about your occupations. You, gentlemen, think that matters are best managed on large estates. Is that your opinion?—Yes.

67,280. Do politics, language, or religion make any difference whatsoever between any of you gentlemen and your landlady?—None, whatever.

67,281. What is the usual time in the district to commence a tenancy?—25th March.

67,282. Will you hand in your agreements?—(Mr. Moreton.) They are all the same. I have not mine with me. (Mr. Hughes.) Neither have I mine.

67,283. We will take one as a sample. I take it that all the holdings are under agreement, not leases?—(Mr. Moreton.) Yes, all yearly agreements.

67,284. They are all yearly agreements in your district. Have any of you gentlemen ever asked for leases?—No.

67,285. Are you satisfied under a yearly agreement?—Yes.

67,286. Have you any objection to any part of your agreement?—(Mr. Hughes.) No.

67,287. Have you got perfect freedom of cultivation?—(Mr. Hughes.) Yes, quite so.

67,288. You can sell hay?—(Mr. Moreton.) We could, but we never do in our locality; we are short.

67,289. But have you the power of selling hay and straw in your agreements if you wish to?—Yes, we have.

67,290. You are not prevented from selling it?—(Mr. Hughes.) We have the power to sell, provided that we buy three tons of town manure for every ton of straw we sell.

67,291. Provided that you bring so much back?—Yes.

67,292. Of course you cannot plough up old pastures?—(Mr. Hughes.) No.

67,293. Section 12 of the agreement is, "All hay, straw, fodder, roots, haulm, compost, and manure, shall be consumed on the premises." Can you sell hay, or can you not?—(Mr. Hughes.) Yes.

67,294. (To Mr. Hughes.) You can sell hay?—Yes.

67,295. Then this is a dead letter; it is not acted upon?—They do not act upon the restrictive clauses.

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[Continued.]

Chairman—continued.

67,296. Then practically this is not worth the paper it is written upon?—No, practically it is not, so far as Sir Watkin's tenants are concerned—it is not worth anything.

67,297. So far as you, gentlemen, are concerned, it is not worth anything?—They never enforce those clauses on tenants.

67,298. Those clauses are not enforced, though they are in the agreement?—(*Witnesses.*) They are never enforced.

67,299. (*To Mr. Moreton.*) Is there any hauling; have you to drag coal to the house, or anything of that sort?—Nothing at all.

67,300. (*To Mr. Davies.*) Do you consider tenants as safe under an agreement as under a lease?—Yes.

67,301. In your own case, yes, but in other cases would you?—I do not know about other people.

67,302. You do not want to speak about other cases besides your own, perhaps; is that so? Have you any opinion upon it?—It is my opinion that we are quite as safe under an agreement as under a lease.

67,303. In your own instance?—Yes.

67,304. Have you a copy of the agreement?—Yes, I have handed it in.

67,305. As regards abatements, you have had 10 per cent., 5 per cent., and 15 per cent. in different years: between 1885 and 1889. You have had 10 per cent., and in 1890, 5 per cent., and between 1892 and 1894, 15 per cent. That is so, is it not, in every instance?—Yes.

67,306. Have there been any consolidations of farms of late years?—No.

67,307. Are you, gentlemen, acquainted with the farmers in the neighbourhood, or do you only live on the Wynnstay estates, and do not mix much with other farmers?—(*Mr. Hughes.*) Oh, yes, we are acquainted with them all.

67,308. You go to market. Do you know the condition of the farmers in the neighbourhood?—(*Mr. Moreton.*) Yes, we know a good deal about them.

67,309. (*To Mr. Davies.*) Are the farmers making money now?—No, I should not think so.

67,310. There has been a great drop in agricultural produce lately?—Yes.

67,311. What is your opinion; do you think that the rents are satisfactory in the neighbourhood, or are they too high. What is the general opinion?—I think that trade is bad.

67,312. We will come to trade directly. What do you think about the rents in the neighbourhood? Do you think, as practical men, that the rents in the neighbourhood are high? From what you hear the farmers say at market, do you understand that they complain of their rents, and say that they have a hard struggle to pay them, or not?—(*Mr. Moreton.*) They are a bit high in the present times.

67,313. You say that the rents are too high at the present time; that is so, is it?—(*Mr. Moreton.*) Yes.

67,314. And they do not think they would be able to go on paying the present rate of rents

Chairman—continued.

if times do not improve, what do you hear them say about that?—(*Mr. Davies.*) There are great differences of opinion there (*Mr. Moreton.*) Yes.

67,315. Do you hear the opinion expressed amongst people that they are satisfied with their present rents, and that they are making money, and that they could go on paying the present rents?—(*Mr. Davies.*) Yes, there are some instances.

67,316. There are some instances in which they can go on. Then you hear some other people say that they cannot?—(*Mr. Davies.*) Yes.

67,317. All you gentlemen except one have biggish farms, I think. (*To Mr. Hughes.*) You have got 36 acres?—Yes.

67,318. The other gentlemen's farms are bigger. As regards the farmers who have that sort of farm, have they a hard time of it to make both ends meet?—Yes.

67,319. They have to work very hard?—Yes, They have to do all.

67,320. Do the wives and children work on the farms?—Yes.

67,321. Do you pay money to the children, and pay them wages as a general rule in the neighbourhood?—I have apprenticed mine out.

67,322. In different business?—Yes, one a draper, and others have gone out with their aunt, where they are living now—daughters.

67,323. They do not work on the farm?—No, they do not.

67,324. Then I may take it that you gentlemen are perfectly satisfied with the conditions under which you live?—(*Witnesses.*) Yes.

67,325. I take it you do not want any interference from a third person between you and your landlord?—No.

67,326. Do you think that in the case of people who are not as fortunate as yourselves, there ought to be any third party to whom they could apply, in case of the landlord being too hard on the tenants?—(*Mr. Hughes.*) No, not in our neighbourhood. (*Mr. Moreton.*) Not under our landlord.

67,327. I do not say under your landlord, but supposing a man was under a hard landlord?—(*Mr. Moreton.*) In some cases it might be. (*Mr. Hughes.*) Not in my neighbourhood. We have no very hard landlords, they are all pretty good.

67,328. (*To Mr. Hughes.*) They are all pretty good?—Yes, all of them.

67,329. You have never known in your experience any landlord being hard on a tenant?—No, not so to speak to turn him out neck and crop, unless he was a poor tenant; of course those are not very desirable people anywhere, are they? But a good tenant is safe under every landlord in our parish.

67,330. But under some circumstances a poor tenant would be liable to be turned out neck and crop?—Well, that would be best for him, would it not, if he was a poor tenant?

67,331. Your opinion is that in the case of a poor tenant it would be best for him to be

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[Continued.]

Chairman—continued.

turned out neck and crop out of his farm—I do not say neck and crop, but a poor tenant is very undesirable for any landlord, is he not?

Lord Kenyon.

67,332. (*To Mr. Hughes.*) By “poor” you mean “bad” tenant?—Yes.

Chairman.

67,333. (*To Mr. Hughes.*) A poor tenant is very undesirable for any landlord, and supposing a man cannot pay his rent, you think it is a desirable thing for him to be turned out of his farm?—Well, if he does not try to pay it

67,334. If he does not pay his rent, you think he had better go?—Yes. He has to go if he does not pay his rent.

67,335. That is the ordinary tenant's experience?—Yes.

67,336. If he does not pay his rent he has to go?—Yes.

67,337. Your experience as practical men is that the rents are perfectly fair, and not too high, and that more people are contented than not in this neighbourhood, is that so?—(*Mr. Davies.*) I should think it is so in our district.

67,338. (*To Mr. Davies.*) Then do you find prices have dropped very much lately?—Yes.

67,339. Stock has been selling very low?—Yes.

67,340. Corn is very low, of course?—Yes.

67,341. To what do you attribute that?—(*Mr. Moreton.*) To foreign competition. (*Mr. Hughes.*) I am of the same opinion, whatever.

67,342. Have you anything to suggest to make agriculture and farming a little more profitable?—(*Mr. Davies.*) Put a tax on all foreign meat that comes in.

67,343. (*To Mr. Davies.*) Then you are a protectionist?—I think it should be branded to show that it is foreign meat.

67,344. And a tax on corn too?—No.

67,345. No tax on corn, but only a tax on meat?—Yes. (*Mr. Moreton.*) On all material besides corn.

67,346. On everything except corn you would have a tax put. (*To Mr. Sides.*) Are you of the same opinion?—Yes.

67,347. (*To Mr. Hughes.*) And you?—Yes.

Mr. Brynmor Jones.

67,347a. Did you meet and discuss what evidence you should give before you came to court here?—(*Mr. Davies.*) No. (*Mr. Hughes.*) No.

67,348. You never discussed it at all together?—(*Mr. Davies.*) No, we did not exactly discuss what we would put.

67,349. (*To Mr. Davies.*) Then your agreement among yourselves, that is so striking, is accidental?—Yes, it may be so; we are all of the same opinion.

67,350. Did you come to the court together?—No.

Mr. Griffiths.

67,350a. Is it not a fact that many farms have been sold on this estate in the outlying district?—(*Mr. Davies.*) Yes, many years ago. I do not know anything about them.

67,351. Do you know of any of the tenants in those days that were not satisfied with the compensation they had in leaving?—(*Mr. Davies.*) No, I do not. (*Mr. Moreton.*) I never heard any complaints.

67,352. (*To Mr. Davies.*) I think we have had some cases before us where the tenants were not quite satisfied that they had had what was due to them in leaving their farms. You do not know of any?—No.

67,353. Do you think it is right that the landlord should have the option of taking at a valuation the mountain sheep. If you were a tenant who was obliged to leave, would you not like something in your agreement to state that the landlord or the incoming tenant should be obliged to take to the sheep?—He is; he would take them.

67,354. Not according to this; it is at the option of the landlord?—They do take them as a rule. (*Mr. Moreton.*) They always do take them in the case of a new tenant.

67,355. But you said you had nothing against the agreement?—(*Mr. Moreton.*) They give the first offer to the incoming tenant, and then if he refuses the landlord takes them at a valuation.

67,356. But you would like that to be compulsory?—(*Mr. Moreton.*) The sheep are worth more to the new tenant than anybody else.

67,357. (*To Mr. Moreton.*) Certainly, that is so?—They would not make near the money at the fair that they make on the hill.

67,358. Quite so. That is why I asked you whether you wish that it should be at the option of the landlord, or the tenant to take the sheep, or whether they should be obliged to take them over. Now it is at their option to take them or not, as they please?—I never knew that before. They always do take the sheep; nobody objects to it, of course.

67,359. Does this difference of opinion that you spoke of arise from the fact that some of the farms are let higher and some lower?—I do not know that.

67,360. (*To Mr. Davies.*) You said that there was great difference of opinion about that, but is it not a fact, that they are all let at a higher rent?—They are not considered dear under Sir Watkin.

67,361. But they are not all alike, I suppose, even on that estate?—Oh, no. (*Mr. Moreton.*) They are pretty level, according to the land—according to the quality.

67,362. (*To Mr. Davies.*) Do you know of any tenants that have suffered hardship owing to the game on this estate?—No, they have got compensation when they did.

67,363. But have not some tenants had to leave owing to the game?—I do not know of it.

67,364. Where some friction has arisen, have they been obliged to leave? You do not know

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[Continued.]

Mr. Griffiths—continued.

of anybody?—No, I do not. (Mr. Moreton.) Not near us.

67,365. I suppose your landlord does not let the game, but he shoots himself?—Yes, he shoots himself.

Mr. Richard Jones.

67,365a. What class of farmer is this person who says he can go on with present rents and that he makes a profit on his farm? Who are they; what class of farmers are they?—(Mr. Davies.) Large farmers as a rule.

67,366. What is their method of farming?—They have got more things to turn to than a small farmer; they can turn to different things.

67,367. Are they graziers?—(Mr. Moreton.) A little of each—mixed; there are a good many sheep in our country.

67,368. (To Mr. Moreton.) Mixed farming?—Mixed farming; they keep large dairies; that is the best thing.

67,369. Do you find that dairying answers better than anything else?—Well, I think it does.

67,370. Do any of these farmers pay special attention to the breeding of shire horses?—They do the best they can. Some keep entire horses.

67,371. And they are perfectly satisfied with the rents that they pay, I suppose?—(Mr. Davies.) Yes. (Mr. Moreton.) I am.

67,372. Would you say any of you have made a profit on your farm this last year?—(Mr. Hughes.) It has been a very bad year. (Mr. Davies.) I do not consider that I have lost any.

67,373. You are satisfied with the profit you have made on your farm?—No. I might have done better and I might have done worse.

67,374. What do you mean by saying that you might have done better and you might have done worse?—Well, if the prices were higher I would have done better, certainly.

67,375. Yes, that is self-evident; there is no need for you to say that?—(Mr. Moreton.) We do not grumble as to one year—with regard to getting two ends to meet in one year.

67,376. (To Mr. Moreton.) How often are the rents revised on your estate. Have they been altered at all?—No, not since I began.

67,377. How long have you been there?—35 years, and my father before me.

67,378. But you think that taking the average of the 35 years the rent is satisfactory?—(Mr. Edmund Moreton.) He has always been able to make it.

67,379. (To Mr. Edmund Moreton.) You cannot go back 35 years?—No, but I have heard him saying so. (Mr. William Moreton.) He makes my accounts up every year now.

67,380. (To Mr. William Moreton.) Which do you think would be best—to have the rents revised every 10 years, or every 35 or 40 years?—We get 15 per cent. back now.

67,381. No, that is not the question; I am asking you which do you think would be more satisfactory to the tenant and landlord, for the rents to be revised every 10 years, or every

Mr. Richard Jones—continued.

eight years, or every 35 or 40 years?—Well, 35 years is a long time.

67,382. That is what I was thinking. Do you think it would be better to have them revised every 10 years?—I am not able to judge.

Mr. Richard Jones.

I was thinking that you have had a good deal of experience, and that you would be able to offer rather a valuable opinion upon that.

Mr. Grove.

67,383. (To Mr. Davies.) Did you give us the rent that you paid. You gave us the acreage of the farms?—It is on my agreement.

67,384. Have you any objection to stating it?—No, I have no objection.

67,385. Would you tell us what the rent is? It is 295 acres; what rent do you pay?—320l.

67,386. What is the acreage of your farm, Mr. Moreton?—(Mr. Edmund Moreton.) It is 240 acres; the rent is 270l.

67,387. (To Mr. Sides.) Do you mind giving us the rent you pay?—239l.

67,388. (To Mr. Hughes.) What rent do you pay?—51l.

67,389. That is a guide to us in making up our totals. (To Mr. Hughes.) You seem to have the smallest farm of the four. Have your children rendered you any help at all on the farm?—Yes, I have two. One keeps house with me, and the other works with me on it. We do the work ourselves.

67,390. So that you have had other children on the farm, whilst you have apprentices, those that you spoke of, who have left home, I suppose?—They were in school till they were 16 or 17.

67,391. Do you think that the farm would have paid you so well if you had been without a family, and had to pay for all the labour that you put on it?—Well, I do not know. I paid my way when my children were too little to work.

67,392. Do you know anything of the Agricultural Holdings Act?—No, I do not.

67,393. You do not use it at all, I suppose?—No.

67,394. Do you take advantage of the Ground Game Act?—Yes, I kill the rabbits.

67,395. And the hares, if there are any. There are not many hares left now, are there?—No, not on my place; there never were any.

67,396. And the agent finds no fault at all with you for shooting and keeping the rabbits down?—I never shoot. I keep them down with ferrets.

67,397. You say that these clauses are never enforced in your agreements. Do you know any place where they have been enforced. Have you ever heard of their being enforced in any other districts?—No, I have not.

67,398. You say also that politics, religion, and difference of language, make no difference at all on your estate?—That is so.

67,399. Have you ever heard of any other estate that you can call to mind upon which

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[Continued.]

Mr. Grove—continued.

there has been any case where they have made a difference?—Not in my neighbourhood.

67,400. Is that the same with all of you?—(Witnesses.) Yes.

Professor Rhys.

67,401. (To Mr. Davies.) You farm nearly 300 acres?—Yes.

67,402. How many servants do you keep?—Six.

67,403. The servant men live on the farm?—Yes.

67,404. They do not live in cottages outside?—No.

67,405. Where do you house them?—In my house.

67,406. Do they sleep in the house?—Yes.

67,407. Have they separate entrances, and so on?—Yes.

67,408. Have they to be in by a certain time in the evening?—No.

67,409. I mean, have you any control over their movements at night?—No, I am not strict in that way.

67,410. They can go in and out when they like?—Just when they like.

67,411. And if they did not go to bed at all you would not know till the next day?—No, I would not.

67,412. You would probably find it out in their work?—Yes, that is so.

67,413. Is there any inconvenience arising from that. Are they well-behaved?—Yes.

67,414. They do not go about the neighbourhood at night, as we have heard in some districts?—No.

67,415. There is no grievance of that sort?—Nothing.

67,416. What becomes of the farmers' boys and children when they have more than they can get farms for?—They put them to other businesses.

67,417. What business mostly?—Well, shop-keeping—drapers, grocers, and so on.

67,418. Do they go far away to the towns?—Yes.

67,419. And some of them are apprenticed to various trades?—Yes.

67,420. Have the farmers been able to do pretty well by their children in your neighbourhood lately?—Oh, yes.

67,421. Not so well lately as some years ago?—I do not know. There is not much difference.

67,422. You have not noticed much difference?—Not much.

67,423. Do the farmers keep accounts in your neighbourhood?—That I could not say.

67,424. You know pretty well, I daresay. Do you keep accounts?—Yes.

67,425. Careful accounts?—Well, yes.

67,426. You can tell what you spend on a field and so on, and what you make by it?—Yes.

67,427. Separately?—No, I could not say every field separately—I do not think that.

Professor Rhys—continued.

67,428. You do not know whether the farmers about you keep accounts?—No, I do not.

67,429. Do you raise corn?—Yes.

67,430. Do you buy corn at all?—Yes.

67,431. You do not sell any corn?—Yes, I sell some.

67,432. Do the farmers about you generally sell corn?—Yes.

67,433. Most of them?—Yes, most of them.

67,434. You do not want any duty on corn imported from other countries?—No.

67,435. But on other things you would like to see a duty?—Yes.

67,436. How do you account for that exactly. Why do you regard it in that way?—Well, I should like to see foreign meat labelled—I think our meat would be worth more money to us—the meat we grow ourselves.

67,437. But with regard to corn?—We cannot supply enough ourselves in our own country.

67,438. Do you want to buy corn?—Yes, we can supply pretty well all the beef, if we have the corn cheap.

67,439. But you want to buy some corn?—Yes.

67,440. What corn do you mostly buy?—Indian corn.

Sir John Llewelyn.

67,441. You do not want to see any duty put upon that?—No.

67,442. Or any other corn, I think you said. You said that you did not wish to see any duty put upon corn, I think?—Yes.

67,443. There is only one question that I should like to ask you, and that is with regard to these restrictive clauses. The agreement which I have before me, and which has been handed up, I see is Mr. Sides' agreement. Do I understand they are all the same? Do I understand the agreements are the same in each instance?—Yes.

67,444. If they are all the same, I can quite understand with regard to the restrictive clauses, as they are called; you find that they are not put into operation in your own case?—No.

67,445. Do you know of their being enforced?—No, I do not.

67,446. I did not quite follow whether it was your opinion that they were not worth the paper they are written upon?—They are never put in force.

67,447. I suppose they are put in the agreement in the case of a very bad tenant?—Yes, I should think so. (Mr. Moreton.) Say in the case of leaving a farm, and having reduced the land.

67,448. (To Mr. Moreton.) Have there been many instances?—I have heard talk of them many times, but not in our neighbourhood.

67,449. Then there are no bad farmers in your neighbourhood?—There are some.

67,450. But at the same time you have not known, even in those cases, of these restrictive clauses being enforced. Is that so? (Mr. Davies and Mr. Edmund Moreton.) No.

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[Continued.]

Chairman.

67,451. I have a few questions to put to you gentlemen which have been handed in by Mr. Woosnam: "Have any small holdings been added to your holdings." Have any small farms been added to any one of your holdings?—(*Witnesses.*) No, not to mine.

67,452. Mr. Woosnam's questions continued: "Do any of you gentlemen engage in any business except that of farming?" Have you any other business?—(*Witnesses.*) No.

Mr. Griffiths.

67,453. Are you tenants of Sir Watkin?—Yes.

67,454. All of you?—We are on Lady Williams Wynn's estates.

67,455. What estate do you call that?—The Llangedwyn estate.

67,456. I asked that question so that there should be no mistake. I am afraid that I did make a mistake with regard to the two estates?—It is the Llangedwyn estate.

67,457. You say that you keep your farming accounts. Can you produce a debtor and creditor account of all that you have done on your farm?—(*Mr. Moreton.*) Not of all.

67,458. (*To Mr. Moreton.*) I daresay there are very few farmers that can do so?—Very few. I do not know of one.

Mr. Richard Jones.

67,458a. Were you canvassed at the last election on behalf of the Conservative candidate?—(*Mr. Davies.*) Am I bound to answer that?

67,459. Well, you can do as you like?—I do not think it is fair to ask that.

67,460. You can do as you like with regard to answering it?—(*Mr. Moreton.*) It is too personal a question to ask. (*Mr. Davies.*) I misunderstood the question, I thought you said "canvassing."

Lord Kenyon.

67,460a. I suppose canvassing is pretty general in this neighbourhood on both sides, is it not?—(*Mr. Hughes.*) Yes, it is.

Mr. Brynmor Jones.

67,461. Then why do you hesitate to say whether you were canvassed or not?—I am not afraid of saying as to that.

Mr. Brynmor Jones.

Just as you like.

Mr. Richard Jones.

67,462. (*To Mr. Hughes.*) Do you decline to answer it?—No, I do not. I was canvassed, and I was canvassing myself.

67,463. You were canvassed?—Yes, and I was canvassing others myself, too.

67,464. By whom were you canvassed on behalf of the Conservative candidate?—I was not canvassed by any one on behalf of the Conservative candidate.

67,465. You say that you were canvassed?—Yes, I was, but not by a Conservative.

67,466. (*To Mr. Sides.*) Were you?—No.

67,467. Not at all?—No.

67,468. (*To Mr. Moreton.*) Were you?—I do not think that is a fair question.

Lord Kenyon.

67,469. (*To Mr. Hughes.*) Who canvassed you?—The Liberals.

67,470. Who was it?—I cannot tell you who—many of them so far as that goes.

67,471. You are not ashamed of your political principles, I suppose?—No, no one should be.

67,472. Are you a Conservative or a Liberal?—At the next election I will tell you.

67,472a. Do not answer it unless you like?—(*Mr. Moreton.*) I am a Conservative, and I do not care who knows it.

Sir John Llewelyn.

I believe everybody was canvassed by both sides, were they not?

Lord Kenyon.

67,472b. I suppose they both tried to get their man in?—(*Mr. Moreton.*) Yes, they did.

Lord Kenyon.

I do not see any harm in that.

Chairman.

I think that is all we need trouble you with, gentlemen. We are much obliged to you for coming forward.

The witnesses withdrew.

Adjourned for a short time.

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Mr. J. LLOYD.

[Continued.]

Mr. JOHN LLOYD called and examined through an interpreter.

Chairman.

67,473. Do you wish to be examined in Welsh?—Yes.

67,474. Is this your evidence that has been examined by Professor Rhŷs?—Yes.

67,475. And it is correct?—Yes.

67,476-7. And you wish it to be read out?—Just as you like.

[The following statement of the witness was read:]

Evidence of John Lloyd, Lower Crosskeys, Llanfyllin. I am a retired farmer. I lived at Cwm, Nantymeichaid, in the parish of Meifod. I went there 45 years ago. The acreage was 135 acres.

When I entered the farm was in a very bad state, fences were down and drainage bad. I paid 115*l.* as rent; 15*l.* a year was allowed to me for three years for manure. I started draining and carried 108 wagon loads of pipes with four horses and two men. I value this work at 1*l.* per load. I made 200 roods of new hedges. I estimate that this cost me 3*s.* per rood. I cleared away 300 roods of old fences. This cost me 1*s.* per rood, and I paid 1*s.* extra to remove old stumps of trees. I cleared away 20 acres of shrubs, &c., from some rough ground. I estimate that this cost me 8*l.* per acre for 8 acres, and 1*l.* per acre for the remainder. I was at the farm 18 years, and when I left I did not get a penny for all the improvements. I had no compensation from the landlord, but I had from the new tenant.

I failed at the end of the 18 years, because I had put all my money in the land. My landlord was Sir Henry Wynn. When I was clearing the 20 acres of land the landlord and agent came to the farm, and the landlord told the agent not to raise my rent, but they both died soon after. This was about the end of five or six years after I had gone to the farm. As soon as the landlord and agent died my rent was raised 16*l.* I paid this increase for the last 12 years of my tenancy. The gamekeepers were very troublesome. They killed a dog of mine. They shot every cat. Traps were set for vermin, and my sheep got into them during the winter. When they came on the farm for partridge shooting, five men and five dogs trespassed on a field of uncut corn for a whole afternoon, and consequently did a lot of damage. I can also speak as to consolidation of 16 small holdings within two miles of Llanfyllin.

67,478. How long ago was that?—Since when?

Sir John Llewelyn.

67,479. Since you left the farm?—28 years.

67,480. 28 years since you left the farm?—Yes.

67,481. Did you get any compensation from the incoming tenant?—Yes; I had permission from the steward to make the best bargain I could. I did not receive half enough.

67,482. Was that according to the custom in the neighbourhood?—No, I do not think so.

67,483. But by a special agreement?—If I had not received that perhaps there would have been no rent for him.

Mr. Griffiths.

67,484. Did you ever claim compensation for your outlay on that farm?—No, I did not until I was about to leave.

67,485. How long were you at the farm after you made these improvements before you left?—About 12 years.

67,486. Do you consider you had the full benefit of your improvements?—No, I do not. The incoming tenant who gave me compensation left soon afterwards, but the farm was too high.

67,487. Why did you leave the farm?—I could not go on.

67,488. The rent was too high, was it?—It was not that altogether. I begged too much, and for the other reason as well I had to go off without anything.

67,489. Then according to your statement a tenant is not safe on a good estate. You say that the agent and the landlord both died?—Yes, the first one, or else they would not have increased some of that rent. They died before I had completed all the improvements.

67,490. And you had nothing in writing to show, I suppose?—The hedges are still there. I have nothing to show, but I remember well.

67,491. What kind of dog was it that the keeper shot?—He did not shoot any. He had poison from somebody.

67,492. And you say you would sooner have lost the best cow you had than the dog?—I at the time dealt largely in sheep, and it would have been better for me to have lost the best cow than to have lost that dog, and many in town knew about it.

67,493. Were there any other tenants that lost their dogs in the same way?—I believe they did. My next door neighbour lost a sow. He let her out, and she died shortly after being turned out—a sow with a litter of pigs.

67,494. Poisoned?—Yes, she was poisoned by somebody, to be sure.

67,495. Is it possible that they went in to shoot in the middle of your corn, five men and five dogs?—Yes; the field was one of eight acres, five acres at the top contained oats, and I was growing wheat at the bottom part.

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Mr. J. LLOYD.

[Continued.]

Mr. Griffiths.

67,496. How long were they there?—They were there for some hours, until they got tired of shooting.

67,497. What was it that they were shooting?—Partridges.

Mr. Richard Jones.

67,498. I did not hear your general evidence, but you said you had been going bail for people?—Yes, that helped me.

67,499. Who did you go bail for?—It was for a farmer who lived at Coed-y-cowlydd. Mr. Jones, the lawyer, took the money to a Mr. Yearsley, of Welshpool. He accompanied me there; I not being an Englishman he came with me to settle.

67,500. Was this other farmer in arrears with the rent?—He was sold up, and I was bail for him.

67,501. Did you go bail for somebody else?—Yes, but that is quite enough.

67,502. Do you think that farmers do go bail for each other very frequently now?—Yes; who else will go?

67,503. I suppose they go bail for each other in order to pay the rents and not to pay their other debts, is that so?—Yes, chiefly; they are very busy at this bank on the morning of every rent day.

67,504. Do you think the tenants are more anxious to pay the rents than they are to pay other debts?—Yes, they are.

67,505. Why?—They are afraid of losing their home.

67,506. As to the 16 small holdings that have been taken down, have you the names of those holdings?—Yes, I can name them all.

67,507. Just give the names of those 16 small holdings that have been consolidated?—I will

Mr. Richard Jones—continued.

commence close to the town here. Tytop House and garden, that has been pulled down; Ty'n y-bitffel, a farm large enough to keep four cows; Ty Burk, a place to keep two cows; Pen-y-mynydd, a place to keep one cow; Craig-nant-fach, house and garden; Cae-du, house and garden; Gwerni, three cows; Pengorphwysfa, house and garden, and another on the other side of the road, both are down; Coed Arle, a place to keep one cow; Tyn-y-Coed, a place to keep five cows; Llechwedd, a place to keep two cows; Bwlchycoyd-bach, a place to keep two cows; Gribin, a place for two cows. I think those are all I can name.

Chairman.

67,508. This is a question by Mr. J. E. Vincent: "What, roughly speaking, is the date of the earliest consolidation mentioned by you"?—I am not quite certain. I do not think the first is upwards of 20 years. I know the families and I have been speaking to all of them.

Mr. Griffiths.

67,509. Can you tell us what has been the effect of this consolidation upon the farming in this neighbourhood?—The result is that the best men leave the neighbourhood, leaving only the rubbish behind them.

67,510. Is not there a complaint, too, that female servants are very scarce in this neighbourhood?—Perhaps that is so. They generally go away together.

67,511. But what I want to show is that the females that were brought up in these cottages were the suitable servants to go to farm houses?—Yes, to be sure.

The witness withdrew.

Mr. EDWARD BUCKLEY, of Ty'nymaes, Llanfyllin; Mr. ELLIS WILLIAMS, of Cefn-hir-fawr, Llanrhaidr yn Mochnant; Mr. JOHN EVANS, of Glantanat issa, Llanrhaidr yn Mochnant; Mr. EDWARD JONES, of Cyrchynan uchaf, Llanarmon, D.C.; Mr. JOHN EDWARDS, of Ty Mawr, Dolanog, Llanfihangel; Mr. THOMAS JONES, of Ty Mawr, Llaethbwllch, Llanfihangel; Mr. HUGH JONES, of Cammen Fawr, Llanfihangel; Mr. H. DAVIES, of Dolwar Hall, Llanfihangel; Mr. EVAN JONES, of Cuddig, Pontillogell, Cann Office, and Mr. EVAN EVANS, of Cae'rmynach, Pontillogell, called and examined through an interpreter.

Chairman.

67,512. Gentlemen, you are all tenant farmers under Sir Watkin Williams Wynn?—Yes.

67,513. And your circumstances are all identical?—They are all the same.

67,514. More or less, with the exception of the size of the holdings?—Yes.

67,515. (To Mr. Edward Buckley.) You hold 150 acres?—Yes.

67,516. What will be the rent?—220*l*.

67,517. (To Mr. Ellis Williams.) You hold 220 acres?—Yes.

67,518. And the rent is 220*l*?—Yes.

67,519. (To Mr. John Evans.) What is your holding?—240 acres.

67,520. What rent?—305*l*.

Chairman—continued.

67,521. (To Mr. Edward Jones.) What is your acreage?—I am not certain of the acreage.

67,522. About what?—About 250 acres, inclusive of hill land.

67,523. What is the rent?—54*l*.

67,524. 54*l*. for 250 acres, including hill land?—Yes.

67,525. (To Mr. John Edwards.) Your holding is 100 acres?—Yes.

67,526. What is the rent?—66*l*.

67,527. (To Mr. Thomas Jones.) You hold 96 acres?—Yes.

67,528. What is the rent?—54*l*.

67,529. (To Mr. Hugh Jones.) You hold 230 acres?—Yes.

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[Continued.]

Chairman—continued.

67,530. What is the rent?—100*l.*, but 4*l.* is off for the tithe; that is 96*l.*

67,531. (To Mr. Davies.) You hold 260 acres of land?—Yes.

67,532. And your rent is what?—120*l.*

67,533. (To Mr. Evan Jones.) What is your acreage?—I do not know what the acreage is including the mountain.

67,534. But what sort of arable land have you got?—The arable land would be about 140 acres.

67,535. What is the rent of the whole thing?—92*l.*

67,536. (To Mr. Evan Evans.) What is your acreage?—About 150 acres.

67,537. And the rent?—86*l.*

67,538. (To Mr. Edward Buckley.) Are politics or language any cause of difference between yourselves and the landlord?—None whatever.

67,539. I ask that from you all?—(Witnesses.) That is so.

67,540. (To Mr. Edward Buckley.) Then I take it that you are all under yearly agreements?—Yes.

67,541. And you go in on October the 1st, the usual date of entry?—No, on March 25th.

67,542. On Lady Wynn's estate do you consider an agreement is as safe as a lease?—Yes.

67,543. Will you just hand me one of your agreements?—This is mine (*producing same*), they are all the same.

67,544. Then, gentlemen, have you perfect freedom of cultivation?—(Witnesses.) Yes.

67,545. You can all cultivate the land as you like?—Yes.

67,546. (To Mr. Edward Buckley.) Clause 13 says, "All hay, straw and fodder, &c., shall be consumed on the premises." Do you act according to this agreement, or do you sell the hay and straw?—We have too little of it.

67,547. There is too little hay to sell?—(Mr. Hugh Jones.) We may be permitted to sell a load if we had some few to spare.

67,548. There would be no objection on the part of Col. Hughes or the landlady?—No objection from anyone.

67,549. Do you suffer at all from game on the estate?—(Witnesses.) Not at all.

67,550. Do you take advantage of the Ground Game Act of 1880?—(Mr. Hugh Jones.) We have freedom to do so if we like.

67,551. You have got freedom to do so if you like by the law. The law gives you that, but do you avail yourselves of that power?—Yes, and from the landlord as well.

67,552. I understand the answer to that is that you do avail yourselves of the power to kill hares and rabbits?—(Mr. Edward Buckley.) The ground game, yes.

67,553. Has anybody's rent been raised?—(Witnesses.) No.

Chairman—continued.

67,554. What abatements have been made?—(Mr. Thomas Jones.) We had 10 per cent. for some years, and 15 per cent. abatement for the last three years.

(Mr. Ellis Williams.) It is 18 months—three abatements; not three years.

67,555. Then it is the same abatement as it has been on the rest of the Wynnstay estate?—(Witnesses.) Yes.

67,556. What is the state of farming in your district? Are farmers making money or losing money?—(Mr. Edward Jones.) It has been hard enough to keep up with the conditions during past years, inasmuch as the wages are so very high.

67,557. Have you any other difficulties?—No, nothing more.

67,558. Do you, gentlemen, attend the markets, and are you familiar with the farmers of the district?—(Witnesses.) Yes, we do attend the markets.

67,559. Do you hear any general conversation that the rents in this neighbourhood are too high or not?—(Mr. Davies.) It is just according to the market as long as we receive an abatement.

67,560. Do you think that 15 per cent. is sufficient abatement, and that rents can keep up in the neighbourhood at their present prices?—(Mr. Hugh Jones.) We would not complain much if we had that.

67,561. I do not say you yourselves. Let me be very clear about this. I understand you are perfectly satisfied with the conditions under which you live?—(Witnesses.) Yes.

67,562. I am speaking of tenant farmers whom you meet at the market who are not on the Wynnstay estate. Do you hear complaints generally of rents in this neighbourhood being too high?—(Mr. Thomas Jones.) Some would complain even if they had the whole of it for nothing.

67,563. That is hardly an answer. I only want to know what the general feeling of the neighbourhood is; whether you hear general complaints amongst other farmers that the rents are too high?—(Mr. Edward Jones.) Yes; we do hear complaints, but there is a difference between landlords and landlords. Some landlords raised the rents during the last 20 years, and then in increasing and reducing the rents they make a distinction in the complaints.

67,564. As a practical man, do you think that with the present prices farmers can go on living and pay the rents they do now in this neighbourhood?—No. Prices have gone down so much, especially the butter, unless they are under a good landlord.

67,565. Then do I understand that unless a farmer is under a good landlord, it is not easy to make a living?—No.

67,566. Do you gentlemen all agree to that?—(Witnesses.) Yes.

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[Continued.]

Chairman—continued.

67,567. Have any of you gentlemen any objection to what is generally known as a land court, not for yourselves, but for the general run of farmers?—(Mr. Edward Jones.) It is very little I know about a land court, and I should not like to speak much about it, but there is a danger of a land court coming into the same state as the bankers in our country. If I want to borrow money, I prefer having it from a neighbour and paying for it, rather than going to the bank and raising it from them, perhaps having it for 5*l.* for the first part, and then if it has to be renewed, they would raise it to 7*l.* or 7*l.* 10*s.* That is what I am afraid of in the case of a land court.

67,568. Then you think that the bank rates are rather hard on the tenants, and that they ask for a high rate of interest?—Yes; I consider it is not fit for any tenant farmer to go to the bank for money.

67,569. You do not consider it is fit for any tenant farmer to go to borrow money from a bank?—Except for a small sum for a short time.

67,570. The rate of interest is so very high?—It is. You do not know what the rate of interest will be.

67,571. Do you think that a land court would lend money?—No; I was only afraid of its running in the same style.

Sir John Llewelyn.

67,572. If you owe any money at all, you would rather owe it to the landlord than anybody else. Is that it?—Yes.

Professor Rhys.

67,573. (To Mr. John Evans.) You are tenant of 240 acres, and pay 305*l.* rent. How many servants do you keep?—I keep six servants.

67,574. Where do you lodge them?—At the house.

67,575. Have you control over their movements at night?—They are in bed, if they go there at all.

67,576. But I mean with regard to a door, and the entrance into the house; how do you manage?—They can go in and out just as they like.

67,577. Does that lead to any inconvenience or any disagreeableness?—No; nothing.

67,578. Is that the custom in your neighbourhood, generally?—Yes. (Mr. Edward Buckley.) They come generally before the hour for closing the door.

67,579. (To Mr. Edward Buckley.) You mean to say that they come in fairly good time?—Yes; they come frequently.

67,580. (To Mr. Edward Jones.) I have been in the habit of enquiring somewhat into the way the farmers live, and I should like to know about your neighbourhood, if I may. You pay 54*l.* a year rent. What parish is your house in?—Llanarmon.

Professor Rhys—continued.

67,581. How do the farmers about you live generally? What do they eat? For instance, tell me what they have for breakfast?—Broth (potes) to commence with, I daresay, for breakfast.

67,582. What is the next meal—dinner?—Plenty of meat and bacon; not much fresh meat.

67,583. Plenty of bacon at all times?—Plenty of bacon at all times. That is the case with all farmers.

67,584. How often do you have fresh meat?—Very seldom. There is a man comes in weekly with a small quantity, but hardly anyone buys anything from him.

67,585. You mean a butcher?—Yes, the farmers yonder are old fashioned in their ways; they have lived generation after generation and they live now just as they lived then, they have not taken to the new mode of living.

67,586. Does that mean that they do not eat as much fresh meat as the younger people?—They do not care for it anything at all, they are old fashioned.

67,587. And still the butcher comes?—He brings a little. There are a few who buy off the butcher.

67,588. That is dinner, is it not?—Yes.

67,589. You have potatoes and bread. What sort of bread do they eat?—We buy the flour; we cannot grow the wheat yonder; we have very good bread.

67,590. Do you ever make barley bread?—Yes, years ago. At the present day we cannot obtain men who would work if we were to supply them with barley bread.

67,591. Then in the afternoon do you have any meal then?—We have a cup of tea in the afternoon.

67,592. With what?—Bread and butter or bread and cheese.

67,593. Then supper?—A bowl full of bread and butter milk (*bara llaeth enwyn*).

67,594. Anything else?—Nothing else.

67,595. Does this food keep up the race in your district—fine tall men like yourself—generally?—Yes, taller than myself.

Mr. Richard Jones.

67,596. Is it really because of a dislike for fresh meat or that they cannot afford to have fresh meat?—I do not say but that they have money, but they have an objection to spend it. There is no objection to the fresh meat.

67,597. They eat it well enough on the rent day, I suppose?—(Witnesses.) Yes.

67,598. (To Mr. Thomas Jones.) You said that the farmers would complain if they had their farms for nothing. A statement was made that labour was very high. Do you complain that labourers have too much wages?—It is not many labourers that we have in our country.

67,599. That is not an answer to my question. Do you complain that the labourers have too much wages?—No, I do not, but I consider that

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[Continued.]

Mr. Richard Jones—continued.

they have enough, as much as we can afford to pay them.

67,600. Do you think that the labourer gets more comforts than the tenant farmer?—No, I do not. There is a difference between the mode of dealing on the part of one and the other.

67,601. What is the difference?—There is this difference. Some spend more than others do, and those cannot have the same comforts as those who do not spend. They do not use their money towards things they could get comforts from.

67,602. Generally speaking does the tenant farmer get more comforts than an ordinary industrious farm labourer?—No, I do not think so.

67,603. Do you think that the labourer as far as his comforts are concerned has improved very much on his conditions to what they were years ago?—Yes, very much.

67,604. Has the condition of the tenant-farmer improved accordingly?—No, it has not.

67,605. So that really the tenant-farmer has suffered more than anybody else by the depression?—Yes; he has suffered, however. He has suffered because the wages are high.

67,606. Anything else?—And the prices are low.

67,607. (To Mr. Hugh Jones.) I will just ask you the question again: "What is the state of the cottages on Sir Watkin's estate in your neighbourhood?"—I think they are fairly well.

67,608. Are they in a good condition?—As far as I know they are. There may be several about which I know nothing at all. There are several new cottages about my place recently made.

67,609. What about the farmhouses? In what state are the farmhouses?—They are very well on my side, about my neighbourhood.

67,610. Are they well constructed—constructed in such a manner that there is no need for males to go through the rooms of the females in order to get to their bedrooms?—Mine is so constructed.

67,611. Do you know anything about any of the neighbours' farmhouses?—I believe there are several houses built on the same plan as mine in the neighbourhood.

67,612. So that you would say they are satisfactory as far as your neighbourhood is concerned?—Yes, to us as farmers they are very satisfactory.

67,613. Has consolidation taken place extensively in your neighbourhood?—There has been nothing for many years. I am not aware of anything being done in that way for some years.

67,614. Are you on Sir Watkin's estate?—Yes.

67,615. Are there many byetakes on the estate?—(Mr. Evan Evans.) No.

67,616. (To Mr. Evan Evans.) Do you know of any?—No, I know of none in my neighbourhood.

67,617. Supposing that a farm labourer marries, is it easy for him to get either a cottage or

Mr. Richard Jones—continued.

a small farm on Sir Watkin's estate?—It is not very easy at all times, but many have it.

Mr. Griffiths.

67,618. Do none of you borrow money to pay your rent occasionally?—(Mr. Davies.) No.

67,618a. You have not; but have none of your neighbours?—I do not know that.

67,619. You do not do so?—I have not done so. (Mr. Edward Jones.) I must admit that I have seen borrowing going on to pay rent, the same way as to pay for other things. I believe the very best of us borrow a little sometimes.

67,620. But I understood you to say just now that you would rather borrow off your landlord than anybody else. You would rather pay everyone else before you paid your landlord?—Sir Watkin has relieved me. Sir Watkin has allowed me something before now to pay the rent.

67,621. But do you pay all your creditors before you pay your rent?—Oh, no.

67,622. Professor Rhys has asked questions with regard to what you eat. I should like to know what you drink. Is it *cwrw*?—Tea and milk.

67,623. You are all total abstainers?—We are not total abstainers, but that is our beverage.

67,624. It is not always so?—Yes, since I was born it has been the custom in our neighbourhood.

67,625. (To Mr. Hugh Jones.) Do you think the workmen now are quite as efficient as they used to be, and competent to do all the work of the farm?—I have nothing to say against those I keep.

67,626. You think they are quite as competent as ever they were to hedge and ditch, and make the rakes of corn and hay, and so on?—Yes, they are very good indeed.

67,627. Do they do quite as much as they used to do some years ago?—I am not very old. I cannot remember very far back. I am satisfied with them.

Mr. Brynmor Jones.

67,627a. Were all of you tenants on the estate during the late Sir Watkin's lifetime?—(Witnesses.) Yes. (Mr. Thomas Jones.) My father was before me.

67,628. In what condition as to repairs were the farm houses and farm buildings during the late Sir Watkin's time?—(Mr. Edward Jones.) They were in a bad state on our farm 15 years ago. They were in a very bad state on our farm; but after that the buildings were re-built and Sir Watkin has spent hundreds yonder. Subsequently within about three years ago our house was built, at any rate was rebuilt.

67,629. Does that apply to the cases of the other of you gentlemen that the condition was rather bad or very bad (I am not sure which was said) 15 years ago, but that during the late Sir Watkin's time extensive repairs were made?—(Witnesses.) I am satisfied.

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[Continued.]

Mr. Brynmor Jones—continued.

67,630. That is not an answer to the question. I asked whether 15 years ago the farm houses and farm buildings were in a bad state of repair?—(Mr. Thomas Jones.) Not so good as they are now.

67,631. Are they in a better state now than they were in the late Sir Watkin's time?—(Mr. Edward Jones.) In our neighbourhood they are better, almost every house having been repaired during these last few years.

67,632. (To Mr. Thomas Jones.) Did you know Mr. Thomas Williams, the late sub-agent? He was in Merionethshire.

67,632a. I did not quite gather what the answer was to a somewhat searching question put to you by Mr. Griffiths, which of course none of you could answer fully; but are we to take it that none of you have had to borrow money of recent years to pay the rent. I do not take it individually, but are we to take it from you all that none of you have had to borrow money to pay the rent within the last few years?—(Mr. Edward Jones.) I admit that I have.

67,633. Now let me put to you another question. I will not put it to any one of you individually, but I will put it collectively to you, gentlemen. Can any one of you say that you saved 50*l.* on your farming in the year 1893 or 1894? If any one can, let him hold his hand up. (No response.) Not one of you lifts up his hand. Now I will put the same question, substituting 25*l.* for 50*l.* (No response.)?—(Mr. Edward Jones.) It is a very difficult question.

A Voice.

It is a very unfair question.

Chairman.

Order, order!

Mr. Brynmor Jones.

Mr. Chairman, some gentleman said that the question was a very unfair question. I ask that gentleman to come forward.

Chairman.

Certainly. Who is it that said it was an unfair question?

A Voice.

I did.

Chairman.

Then will you come forward. What is your name?

Mr. R. Richards.

Mr. Robert Richards, of Green Hall.

A 86439.

Chairman.

It has been the great aim and ambition of this Commission to show the most perfect fairness to both parties. (Applause.) Order, order! We have attempted to show the greatest courtesy to all witnesses that come before us, and that courtesy which we extend, we expect, and we insist, should be paid back to us. (Applause.) Order, order! Not one word is to be said! That gentleman, Mr. Richards, will leave the room, and, constable, you will take the gentleman's name, and see that he is not permitted to return.

Mr. Brynmor Jones.

I put my question to the witnesses and none of them rose.

Lord Kenyon.

67,633a. Mr. Brynmor Jones asked whether you had made a profit in 1893 or 1894. Would it not be fair to ask whether any profit could be made over a series of years taking one year with another?—(Mr. Edward Jones.) It would be fairer.

67,634. (To Mr. Edward Jones.) I do not mean a fairer question, but I mean it would be easier for you to say whether you had made a profit over a series of years?—It would be easier for us to say if we took a period of three or four years.

67,635. Was not 1893 an exceptionally bad year?—(Mr. Edward Buckley.) Yes. (Mr. Hugh Jones.) Yes.

67,636. Was not 1891, say, a fairly good year, taking recent times?—(Mr. Thomas Jones.) 1893 took all that we could make in 1892.

67,637. Do any of you gentlemen keep farming accounts?—(Several witnesses.) None. (Mr. Edward Jones.) I do, but I cannot be sure of it.

67,638. (To Mr. Edward Jones.) Is it not rather difficult to show if you do not keep accounts whether you have made profit or loss?—Even if we had kept an account it would be very difficult for us to answer the question. If we had 50*l.* at hand perhaps we had sold our stock away in order to make that 50*l.*

67,639. There would be less stock on the farm?—Yes.

67,640. How do Sir Watkin's rents compare with others in the district?—I can say nothing against Sir Watkin.

67,641. I do not want you to. What I want to know is about the other landlords in the district; how their rents compare with his. Are they higher, or lower, or much the same?—(Mr. Ellis Williams.) Lower if anything.

67,642. (To Mr. Ellis Williams.) The other people's rents are lower?—No, Sir Watkin's are lower, if anything.

67,643. Still, I suppose, you would not like to say that all the landlords are bad landlords?—(Several witnesses.) No.

67,644. Then I mean there are other good landlords in the district?—(Several witnesses.) Yes. (Mr. Edward Jones.) I live up there. Sir

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[Continued.]

Lord Kenyon—continued.

Watkin beats other landlords inasmuch as he does not raise or lower the rent as other landlords do.

67,645. (To Mr. Edward Jones.) You mean he is more uniform?—He is more uniform. Colonel West is a landlord in my district. His rents during the last 20 years have been up and down a little.

67,646. Perhaps they have got down now, have they?—They have been reduced now from what they were some time back.

Chairman.

67,646a. Some questions are handed in by Mr. Martin Woosnam: "Do you know of any small farms in your district belonging to Sir Watkin which are in very bad condition as regards dwelling-house and buildings?"—(Mr. Evan Jones.) I know of none. (Mr. Davies.) I know of none. (Mr. Hugh Jones.) I know of none. (Mr. Thomas Jones.) I know of none. (Mr. John Edwards.) I know of none. (Mr. John Evans.) I know of none. (Mr. Ellis Williams.) I know of none. (Mr. Edward Buckley.) I know of none.

67,647. "In what state of repair are Panteos and Panteos ganol at Moelfre?"—(Mr. Davies.) I never heard of the names before. (Mr. Edward Jones.) It may be Pant Glas.

The witnesses withdrew.

Mr. DAVID EVANS called and examined.

Chairman.

67,651. Do you give your evidence in Welsh?—I will try in English if I am taken shortly.

67,652. If there is any word that you do not understand there is the interpreter there; do not hesitate to stop the proceedings; anything you do not understand that gentleman will translate, so that you may understand it perfectly. This is your statement?—Yes.

67,653. Have you any objection to its being read?—No.

67,654. What was the acreage of your farm in the parish of Meifod?—About 80 acres.

67,655. And the rent?—84l.

[The following statement of the witness was then read:]

Evidence of Mr. David Evans, Tynewydd, Llanfechain, near Oswestry. My family and I were tenants on Mr. Charles Wynn's estate and of his predecessors, in the parish of Meifod, for about 80 years.

We were at Celin, Meifod from 30 to 40 years. I owed 27l. arrears of rent. It was due at Michaelmas 1892. The agent, Mr. George, of Tanyfron, came to Celin and asked me for the

Mr. Brynmor Jones.

67,647a. What about Pant Glas then?—(Mr. Edward Buckley.) That is not under Sir Watkin.

67,647b. (To Mr. Edward Jones.) What is Pant Glas?—I believe it is a freehold.

Chairman.

67,647c. "Did Mrs. Margaret Morris leave Panteos ganol because the house was in such bad repair?"—(Mr. Edward Buckley.) I know nothing at all about the place.

67,648. (To Mr. Ellis Williams.) "Do you carry on any other business besides that of a farmer?"—I do not, but the wife does.

67,649. "Are any of your children working at home?"—I have not got any.

Mr. Richard Jones.

67,649a. What does the wife do?—She keeps a hotel.

67,650. How much land have you?—220 acres.

Chairman.

Thank you, gentlemen, the Commission are much obliged to you for coming forward and giving evidence.

Chairman—continued.

rent. I said I would take it to him as soon as I could. I complained that the place was too dear. In about a fortnight after this the agent went to Celin and saw my wife, and again demanded the balance of the rent, and informed my wife that if it were not paid I should have to leave. My wife said, "Well, Sir, there is no remedy, I dare say some one will open a door to us." He then came to me in the meadow where I was working and asked me for the rent. He told me he had been offered 20l. more rent for the place for two or three years past. He never came or said a word to us from that time, and I was served with a notice to quit on the following day. Shortly after we received the notice to quit a distress for rent was put in our house, and I had to borrow money from a firm of money lenders to pay out the distress. After the distress had been put into our house Mr. Anwyl, of Gelli (who is present to give evidence), one of my neighbours, and one of the tenants on the estate, went to the agent and offered to be responsible for the rent I owed if he would give his word that he should have the crop of oats growing on the field in my occupation. Mr. George refused to do this; we then had to borrow the money. The cost of the distress was very heavy, and the interest I had to pay the money lenders also.

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Mr. D. EVANS.

[Continued.]

Lord Kenyon.

67,656. Have you only been in arrear of rent one year?—No, that was only a part of it.

67,657. How long have you been in arrear?—I was only that year. It was not due till Michaelmas; it was last year.

67,658. Had you been in arrear before this?—Oh, yes. Mr. Wynn had been telling me before this: "Do not be in a hurry, David, I will wait a little." I had Mr. Wynn a very good friend for many years, but what happened I cannot say, and yet I do believe there was something whatever in connexion with the tithe.

71,579. 67,659. Did you refuse to pay the tithe?—I made a speech. I was talking at the schoolroom in Meifod, and in a fortnight or three weeks after then Mr. Wynn came up very wild and hot in the morning, and said to my missus, why did I make so little of him in my speech? I was not at home that day. "What time will you like for David to come down," she said, and he told her I was to come down in the morning. I put my speech down on a paper whatever, everything relating to him, afraid we should be both too hot. I took this speech down with me. He was very hot, he was shouting before I came near to him. I gave him the paper, and he went over it, and he was smiling before he finished reading, "Well, this is quite a different thing, David, to what I was told," he said. "A person was telling me you was putting me down in your speech very much." Well, it was in my speech I was raising him up to the clouds, saying that if we had the vicar to do the same as him we should be very right. I had had him as a friend always, but whatever a certain change seemed to take place, but I think the evil and the root of the thing was when Archdeacon Thomas spoke to him about the tithe. Of course I cannot prove it.

67,660. Did you refuse to pay Archdeacon Thomas your tithe?—No.

67,661. You paid your tithe?—No, I did not pay it. I offered to pay if he gave a reduction like others, but he would not do that.

67,662. The tithe is on a sliding scale, is it not?—I believe that it was he who was the person who told Mr. Wynn, because I heard the next morning that he was going through Pentre very late, and the next morning Mr. Wynn came up and two of the young ladies from the hall came yonder the next day—not the ladies, the servants—and they went to talk about Mr. Wynn; indeed, he was down at the hall very late the last night I was there, and I thoroughly believe it was him that made the mischief.

67,663. Did Mr. Wynn tell you that he thought you ought to have paid your tithe?—No.

67,664. Did he not?—No; we went into the house, and we were talking, I daresay, half an hour about things. I was telling him that I thought the vicar ought to take less as well as him every bit, because they were having the money for nothing, whereas there was something on him every day.

Lord Kenyon—continued.

"Yes," he said, "and very often every minute of the day." He ought to have given back he said.

67,665. He ought to have given you something back. Is that what he said?—Yes; he had never said a word, and I cannot understand it unless there was something of that sort. I was taking him for one of my best friends.

67,666. You think Archdeacon Thomas came between you and the squire?—That is my belief.

67,667. But do not you think it would have been better if you had paid your tithe?—Well, I never will if I can help it.

67,668. You contracted to pay your tithe; you ought to have done it, ought you not? How is the parson to live if he does not get any pay?—The same as our parsons.

67,669. I suppose they get pay?—Well, yes, our Nonconformists.

67,670. They get something, I suppose?—Oh yes, from goodwill.

67,671. Well, I will not enter into a discussion on the tithes, because it is rather a lengthy matter?—I did not mean to go into it, but I could not explain it without.

Mr. Griffiths.

67,672. Are there many of your neighbours that complained against paying the tithe?—Yes, there were a good few. I do not know whether they are against paying the tithe if he would give a reduction like the landlord.

67,673. What abatement did you claim?—10 per cent.

67,674. And he would not give it?—No.

67,675. And he did not do it?—He did for a year or two, but he would not do any more.

Mr. Richard Jones.

67,676. Did you refuse to pay the tithes because you did not approve of the application of the tithe to the support of the clergyman?—No, not so much for that, and yet I do not believe in it.

67,677. What was it? Why did you refuse it?—Well, because he did not give any reduction.

67,678. You had no objection on principle to the payment of tithe, only that you objected to the amount?—Yes.

67,679. Who took the place after you left?—Evan Jones; he was the next neighbour to me.

67,680. What rent does he pay for this place now?—I cannot say.

67,681. Do you think he pays more than you did?—I do not know.

67,682. Does he pay the tithe?—I cannot say anything. I have nothing to do with him since.

67,683. Where are you living now?—Llanfechain.

67,684. You do not know what is going on in Meifod now?—Yes, I do know a little

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Mr. A. GEORGE.

[Continued.]

Chairman.

67,685. There are two questions sent in by Mr. J. W. Thomas: "Did you state that Archdeacon Thomas spoke to Mr. Wynn?"—I did not say that I can prove it, but that is my belief.

The witness withdrew.

Mr. ALFRED GEORGE called and examined.

Chairman.

67,687. You are the gentleman mentioned by the last witness?—I am agent for Mr. Charles Wynn.

67,688. At present?—At present and for 20 years past.

67,689. You are the person mentioned by the last witness?—Yes.

67,690. Have you anything to say upon his statement?—Yes. What he says is quite true that I put in an execution for 25*l.*, or whatever it is. I forget the sum. I put that in because he had promised to pay me that balance at a certain date when he would receive certain moneys. I let him go as long as I possibly could. I had reason to believe he had received that money, and he did not pay me. I put in an execution, and I withdrew it at his request on his paying the money. I put in a notice to quit because I found he was hopelessly insolvent, and that there were several other persons who would have made him bankrupt if I did not do so. His rent had been reduced 20*l.* some time ago, and his landlord generously lent him 50*l.* free of interest for some time to recoup himself some few years ago when he had some losses. It is not the farming that has ruined him, I am quite aware of that. I think he stated that I had told him that I was promised more rent for the farm. I am sure I never told him so. I never increased the rent of the farm. I knew I could let the farm at any time, but I never increased the rent.

Mr. Richard Jones.

67,691. What he says is that you were offered 20*l.* more rent. He did not say that you actually had it?—I never was offered anything of the sort, and I am sure I never told him so. I daresay I told him it was worth more money, because I know it is. They used to pay more money.

Sir John Llewelyn.

67,692. Is the farm now let at the same rent?—Yes.

Lord Kenyon.

67,693. Is there any truth in his impression that the tithe troubles had anything to do with it?—No. I believe the truth of it is that he has been security for people and got into a hole. That is my impression.

Chairman—continued.

67,686. "Was not Archdeacon Thomas absent from Meifod at the time you speak of?"—I do not remember that, indeed.

Re-examined
67,716.

Lord Kenyon—continued.

67,694. There is no truth in the impression that Archdeacon Thomas got between him and the landlord?—I do not know anything about what may have occurred between him and Mr. Wynn on the tithe question. Nobody has been interfered with in the tithe question on the estate. Nobody has been asked a question as to their religion or as to the tithe.

Mr. Richard Jones.

67,695. Is that what you mean when you say that it was not the farm that ruined him but because he went bail for other people?—It is impossible for me to say, but I know he did lose heavily by going bail for other people.

67,696. Then you confirm the statement made this morning that farmers do go bail for each other?—No, I do not, because he became bail for some friend, I believe. It was not a farmer.

67,697. More than one?—I do not know any more. I thought it was the best thing to sell him while he could get a little money for himself; but I was quite sure there would not be much, because I knew that he was hopelessly involved.

67,698. Had he been in arrear often?—Yes, constantly, for years.

67,699. Had he been a good farmer?—Yes, a very good farmer until lately, when I suppose the money was running short. He never would have been removed if he could have paid his rent in any possible way. I always had a respect for him, and so did his landlord, and he never would have been removed if he had paid his rent; but we had great difficulty, and it was going on from year to year.

Mr. Griffiths.

67,700. After the family had been on the estate for 80 years, was it not rather hard to go and press him for only one twelvemonth's rent?—He had not been on the estate for that time.

67,701. His family had been on the estate for 80 years, he said?—I cannot speak for 80 years, but he has not been pressed before, and he has been behind for years, and he would not have gone then if I could have seen any possibility of the money being paid.

Chairman.

67,702. There are some questions sent up by Mr. Woosnam: "How long had he been on this

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The Rev. J. THOMAS and Mr. D. EVANS.

[Continued.]

Chairman—continued.

farm?" 20 years, I think, you told us?—I cannot tell you how long he had been, because his father-in-law was there before him as a tenant, and he succeeded him.

67,703. You say he farmed well?—Yes, he farmed well.

67,704. "Was there ever any difficulty with Mr. Evans until the tithe agitation?"—There had never been any difficulty with him at all until last year, except non-payment of the rent.

Lord Kenyon.

67,705. That is rather an important thing, is it not?—Well, of course, every tenant must pay his rent.

Mr. Griffiths.

67,706. Did he fall back in his rent before the tithe agitation?—Do you mean had he been behind?

67,707. Did he fall back in his rent before the tithe agitation?—Yes.

The witness withdrew.

The Rev. J. THOMAS called and examined.

Chairman.

67,708. Where do you live?—At Bwlch-y-Cibau.

67,709. Is that far from here?—Close by; 2½ miles away.

67,710. You are vicar of that parish?—Yes.

580. 67,711. Have you anything to say as to this matter?—The witness stated that Archdeacon Thomas the following morning after the tithe meeting spoke to Mr. Wynn. I happened to be in charge of Meifod parish at that time. The meeting was held in the autumn of 1887, and Archdeacon Thomas happened to be in residence for three consecutive months at St. Asaph at that time, so it was impossible for him to have spoken to Mr. Wynn the following morning.

67,712. That is all you have to say?—That is all I have to say.

Mr. Richard Jones.

67,713. Did the witness say it was in 1887?—He said it was after the first tithe meeting.

67,714. I do not think so. He did not say so in his statement, at any rate?—He said it was on the day after the meeting.

67,714a. I do not think he mentioned the time?—He said it was after the tithe meeting that Mr. Wynn came and spoke to him very hotly, and he said that the Archdeacon had, he believed, spoken to Mr. Wynn with regard to the matter. As it happened, the Archdeacon was in residence at St. Asaph during the whole time that those tithe meetings were held in the parish of Meifod. The first was held 10 days after the Archdeacon went up into residence.

67,715. Were there any tithe meetings besides?—None in the parish of Meifod. Besides that during that time.

The witness withdrew.

Mr. DAVID EVANS re-called and further examined.

Chairman.

67,716. Do you want to say anything more?—I have no correction to make in what I said. I was thinking of what I said as to Mr. Wynn having been so good. I know he was very good, and I told him so, that he was a gentleman, and had been a gentleman to me always, but whatever he went rather hard upon

Chairman—continued.

me at the sale. I had a few things in the house—grates and boilers—

Chairman.

I do not think we want to hear any more, thank you.

The witness withdrew.

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Mr. W. EVANS.

[Continued.]

Mr. WILLIAM EVANS called and examined.

Chairman.

67,717. Do you reside at Tynyfron, Llansilin, in the county of Denbigh?—Yes.

67,718. How far is that from here?—About 11 miles.

67,719. Are you a farmer?—Yes.

67,720. Under whom do you hold?—Mr. Morris.

67,721. What is the size of your farm?—234 acres.

67,722. And the rent?—160l.

67,723. What do you want to tell the Commission?—When it became known that the Welsh Land Commission was on the point of visiting Wales, about 12 or 13 months ago, the farmers of the neighbourhood called a meeting to inquire into one another's grievances, and at that meeting I was asked to bring their grievances before the Commissioners, and I promised to do so. The only grievance was not against the landlords, but it was that the rents were too high. The rents have risen in the township of Rhiwlas and the neighbourhood from 30 to 100 per cent. in the last 40 years. There was an instance of the rent being raised 150l. about 50 years back.

67,724. Do you think with the present state of agriculture that farmers can go on farming and pay the rent, and put anything by for themselves?—No, indeed they cannot in our neighbourhood. They are mostly small landlords. Sir Watkin only owns a couple of farms there.

67,725. Is there any great difference between the rent of Sir Watkin's farms and the rent of farms under smaller landlords?—I should say there is a tremendous lot.

67,726. Then I may take it it is better to hold a farm under a large landowner than under a small one?—I think so.

67,727. Have you ever known any case of hardship?—No, I cannot say I have.

67,728. Any case of men being turned out of their farms?—No, nothing of the kind. No one complained of that at this meeting we had; they only complained of the rents being too high, and the times were bad, and they could not pay.

67,729. And the meeting was unanimously of opinion that the rents must come down?—That is it.

67,730. If the rents came down would the farmers be able to make both ends meet, and pay a little?—I think it would be better.

67,731. Of course it would be better, but would they be able if there was a considerable drop in the rents to scrape on?—Yes, I should think they ought to pay then.

67,732. Can they pay now?—No, I do not think they can without borrowing money.

67,733. We have been told over and over again that in many instances Welsh farmers would not be able to pay their rents if it were not for money sent to them by their children who are in service. Do you agree with that?—Yes.

Chairman—continued.

67,734. That comes under your personal knowledge?—Yes, that was agreed to at this meeting also—that the children had to help the parents in paying the rents.

67,735. And also that if they had to pay any wages to their children it would be impossible to make both ends meet?—Yes, that was brought before the meeting.

67,736. It would be out of the question?—Yes.

67,737. Did they mention anything about a land court at your meeting?—Yes, that was mentioned, and the sliding scale was mentioned, but there was nothing decided upon. One party wanted a sliding-scale, but some objected very much to that. They mentioned a land court, and some objected to that.

67,738. Why did they object to a land court?—Some thought that nothing would be better than the landlord and tenant to try and agree together, and if they could not agree it would be better for no one else to interfere. That was the opinion of some of them.

67,739. They had had no experience of any harsh treatment so as to make it desirable to refer it to a third party?—No, there was no complaint about that so far as that goes. The only thing was the rent was too high. They do not blame the landlords. Almost all the farms in the neighbourhood have been sold within the last 30 or 40 years, and most of them within the last 20 years.

67,740. Supposing the landlords refused or were unable to reduce the rents, because the property was mortgaged—was such a thing as that mentioned at the meeting?—Yes, they mentioned that, and they thought the Government should lend them money at less interest.

67,741. They thought the mortgage money ought to be lent by the Government at a less rate of interest?—Yes, to small landowners. I know a man who bought his own farm a few years ago, he bought it at a high price, and then it came hard on him to pay the interest.

67,742. Do I take it from you that no one was in favour of a court to fix rents when rents were not reduced?—I do not say that exactly, but I say again there was one party for a land court and the other against it. It was not decided exactly.

Sir John Llewelyn.

67,743. You tell us there has been a considerable sale of land in your district within the last 40 years?—Yes.

67,744. Did any of the occupiers buy the land?—Yes, some bought their land, one or two bought their farms there.

67,745. How have they done upon them?—I think they have gone on middling.

67,746. They bought reasonably and were able to do well?—Yes.

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Mr. W. EVANS.

[Continued.]

Sir John Llewelyn—continued.

67,747. Do you know whether they borrowed the money wherewith to buy?—Yes, most of them; they had a little to pay part of it themselves.

67,748. You think that the standard of rents is too high?—Yes, that is the opinion.

67,749. That is because it has been increased 30 to 100 per cent. in the last 40 years?—Yes.

67,750. So that the purchasers raise the rent after purchasing?—Yes.

67,751. Can you tell us whether the neighbourhood would be satisfied with the standard at which Sir Watkin lets his land?—I think they would.

67,752. That is your idea of a fair standard?—Yes.

Professor Rhys.

67,753. You mentioned that at the meeting, a sliding scale was also discussed?—Yes.

67,754. What did you say about that?—One man mentioned it, and it was objected to by all. There is more trouble with that than anything else—they would never come to the end of the trouble with a sliding scale.

67,755. You know that the tithe goes by a kind of sliding scale?—Yes, it was mentioned there.

67,756. They were not satisfied with that sliding scale?—No, they were not, they thought they would be in more trouble than they are now with a sliding scale.

Mr. Richard Jones.

67,757. How are you to get rents down to the standard of Sir Watkin's?—I do not know; that is a question I cannot answer; that is a hard job to find out.

67,758. You say that some of the farmers were in favour of allowing the matter of rent to be decided between the landlord and the tenant?—Yes.

67,759. You know pretty well how a landlord and a tenant treat for a farm as to rent, as a rule?—Yes.

67,760. Have you ever known of a farmer or a landlord or an agent yielding from their figures?—Oh, yes. I have known them come down a bit.

67,761. How much?—10*l.* or 15*l.*, according to the size of the farm.

67,762. You complain that the standard is too high in your parish?—Yes. I heard that was so for 50 or 60 years back. All the mountains were enclosed. My father was bred and born there, and I was bred and born there as well. There were 60 acres of sheep walk he fenced out and cultivated. The rent was 25*l.* before he made a lot of new buildings at his own expense, and after he had finished all, they raised the rent (not the present landlord; it was sold after them) from 25*l.* to 76*l.* That was after the tenant had cultivated it. Now those hills when they were first cultivated yielded plenty of corn, but now I think they are worse off than when they were uncultivated.

Mr. Richard Jones—continued.

67,763. How are you to protect tenants in cases of that kind from an advance?—That is a question I cannot answer.

67,764. If a land court could protect you under those circumstances would you object?—No, I have no objection; but I am thinking that the interest of the landlord might go in some way out of the land, that is, the landlord might not have so much interest in his own place.

67,765. That is your opinion?—Yes, that is just my opinion.

67,766. Is Mr. Morris a large landowner?—No, only three or four farms.

67,767. You have no personal grievance against Mr. Morris?—Not a bit.

67,768. He, like all the landlords in the parish, lets his farms at too high a rent?—Yes, it is the same complaint with all. There is nothing against the landlords only the rents are too high at the present time, and there is no sign of things becoming better, I am afraid.

Mr. Griffiths.

67,769. Have these tenants do you know applied for a reduction of rent?—Yes. I know several have had a reduction—well, I had a reduction myself of 24*l.* the last three or four years, but still I reckon my place too dear.

67,770. You think you ought to have more to meet the present times?—Yes. I know a farmer who has had 80*l.* reduction, and yet the man thinks it is too dear yet a lot.

67,771. You say you want a sliding scale. I suppose they would be glad to have a sliding scale that was always going down?—Well, I do not know that.

67,772. Prices have been going down of late years, have they not?—Yes, tremendous.

67,773. You say most of the farms were sold within the last 40 years?—Yes, in our neighbourhood.

67,774. On what estates?—Different estates—not on the large estates—they never belonged to a large landowner.

67,775. We have found it customary in some places to advance the rent before a sale, was it so in your case?—No, it was not.

67,776. Was there any advance after the sale?—Yes, after they bought; they bought at high prices—the buyers wanted so much per cent. for the money.

67,777. Do you think that these tenants who purchased have been able to pay up the purchase money?—No, I do not think they have paid any of it.

67,778. At what rate of per-centage do they borrow their money?—4 per cent. so far as I can understand.

67,779. Do you think, if they could borrow the money from Government at something less than 4 per cent., it would be beneficial?—Yes, if they could borrow it from the Government at 3 per cent., then they could pay off the interest and a part of the principal yearly, and eventually get clear.

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Mr. W. EVANS.

[Continued.]

Mr. Griffiths—continued.

67,780. The same way as the Irish system, running over 48 years?—Yes, something of that kind.

Lord Kenyon.

67,781. You said rents had been raised 100 per cent., are these cases you mention cases of sales?—Yes, they were sold.

67,782. The property had been sold?—Yes, the property was sold.

67,783. Were they small proprietors?—Yes, small proprietors.

The witness withdrew.

Mr. RICHARD PARRY called and examined.

Chairman.

67,786. Where do you live?—Farchoel, Llan-fihangel.

67,787. Are you a tenant farmer under Sir Watkin Williams Wynn?—Yes.

67,788. Is this your evidence?—Yes.

67,789. Do you object to its being read?—No.

[The following statement was then read:]

I live at Farchoel, belonging to Sir Watkin Williams Wynn. I have lived there since I was 14 months old, and I am now over 38 years of age. I joined the anti-tithe movement in Montgomeryshire in the year 1891, and I refused to pay the tithe on principle. I am a Nonconformist—a Congregationalist. The tithe is payable to the vicar of our parish. I farmed the place well, and put my labour and capital in it. After I had refused to pay the tithe Mr. Edwards, of Llangedwyn, and Mr. Edwards, of the Park (two sub-agents of Sir Watkin), came to my house and asked me to pay the tithe. I refused to pay. A sale took place at my farm to realise the tithe. Some time after the sale I had notice to quit the farm, and I went to Col. Hughes at Park, Llewidiarth, to ask him for the farm. He told me I should not have it even if it were let to nobody. The reason being, because I had not paid the tithe. I went straight to Sir Watkin. He said I had struck the first blow, and I must stand by it. He also told me I should have the first chance of it, but that the agent must come and value it. I told Sir Watkin that the farm had been valued in 1880, and it was dear enough then. If they raised the rent they would raise it on my work. They kept me till the spring without letting me know what they intended doing. They then told me that I could have the farm, but that the rent must be raised about 7*l.* a year, and that the tithe must be put with the rent. They raised it 7*l.* a year more than the rent and the tithe was before. I was bound to take the farm because I had nowhere else to go, and my capital and my labour was all locked up in it.

Lord Kenyon—continued.

67,784. Perhaps bought one farm?—Yes, one farm.

Chairman.

67,785. This is a question by Mr. Vincent: "Are you not aware that rents have been reduced in Llansilin parish, in some cases, by "30 per cent.?" Do you happen to know that?—Yes, I know of cases; but still they were risen two or three years ago nearly 100 per cent., and they were forced to reduce them. There were cases of that kind.

Lord Kenyon.

67,790. How many times did you refuse to pay the tithe?—I cannot say; there was a sale yonder.

67,791. How many years' tithe did you refuse to pay—more than one?—I cannot say exactly for that.

67,792. I do not think you understand what I mean. Did you refuse more than one year to pay the tithe?—Yes.

67,793. For two years?—For two years, I think; I am not sure.

67,794. Do you not think it just to pay the tithes. Do you pay tithe now?—I have to pay it in the rent now.

Mr. Brynmor Jones.

67,795. Your complaint with regard to the payment of tithe is that it is appropriated to religious purposes with which you do not agree?—Yes.

67,796. If the tithe were properly appropriated to some general public purpose, you would not object to pay tithes?—No.

67,797. In what parish is your farm?—Llan-fihangel parish.

67,798. Is that a Welsh-speaking parish?—Yes.

67,799. Are the people there mostly Nonconformists?—Yes.

67,800. Do they mostly share your views with regard to the tithe?—They came to the same view as myself at that time, but they did not stand to what they had promised.

Mr. Griffiths.

67,801. Do many of the people in that parish go to church?—More go to chapel by a great deal.

67,802. Then those that go to chapel object to pay the tithes?—When they receive an abatement they do not wish to pay the tithe.

67,803. Would not the clergyman give you any abatement?—He returned 10 per cent. for some years.

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Mr. R. PARRY.

[Continued.]

Mr. Griffiths—continued.

67,804. You objected to it on principle altogether?—On principle, and in addition he has ceased to make abatements.

67,805. And because the clergyman refused an abatement you stood out?—I did.

The witness withdrew.

Colonel Hughes.

With your Lordship's permission, I may say I am perfectly conversant with this matter, and I will rebut what he has said, and give an account

Sir John Llewelyn.

67,806. Does the tithe belong to the college at Oxford, as in the last case here?—No, to the incumbent of the parish.

Colonel Hughes—continued.

of the case in my evidence at Machynlleth on Thursday next.

Mr. ROWLAND EVANS called and examined.

Chairman.

67,807. Is this your statement?—Yes.

67,808. And have you had it translated to you before a Commissioner?—Yes.

67,809. And are you satisfied that it is correct?—Yes.

67,810. Have you any objection to its being read?—No.

67,811. Are you a tenant farmer?—I am.

67,812. Under whom are you tenant?—Mr. Evans, Llansantffraid.

67,813. What is the acreage of your farm?—About 140 acres.

67,814. At what rent?—195*l*.

[The following statement of the witness was read:]

Evidence of Mr. Rowland Evans, Peniarth, Meifod: I am 63 years of age. I went to Peniarth in May 1891. Previous to this I lived at Farchoel, Llanfihangel, for nine years. I was born at Farchoel. My grandfather took Farchoel farm when my father was five years old. My father lived there till his death, and he died at the age of 96. After his death my sister and her husband kept on the farm with my mother for about 20 years. I was then farming at another place called the Bryn. My mother died at Farchoel. My sister's husband died, and she not long afterwards gave the farm up. I then took it. The acreage is 61; rent 60*l*. My grandfather paid 45*l*. originally. The rent was raised to 60*l*. a few years after my father had taken it. It remained at this figure until I left in 1891. They told me that they would have to raise the rent, that a great many wanted it. I told them that I would not pay it, that it was already too dear. During the tithe agitation in Wales, I refused to pay the tithe. I am a Congregationalist, and I refused to pay the tithe because I was a Non-conformist. My things were sold up to realise the tithe. I received a notice to quit soon after the sale. Before I had the notice to quit the sub-agents (Mr. Edwards, Llangedwyn, and Mr. Edwards, Park), came to my house and told me that I must pay the tithe, and stated that I had broken the agreement. I told them that I would

Chairman—continued

not pay, that they could do what they liked with me; that the parson must come and fetch his tithe if he wanted it. They then went away. I heard nothing further about the matter until these two gentlemen and Colonel Hughes (Sir Watkin Wynn's head agent) came to Farchoel. Mr. Edwards (Llangedwyn) gave me the notice to quit the farm, and said, "If you will pay the tithe Colonel Hughes will take this notice back." I said to Colonel Hughes, "Can't you leave the tithe between me and the parson?" He said, "No, I am the servant of Sir Watkin, and I must do it. Sir Watkin can live without you." They then went away. I came to pay the rent in the autumn before my notice expired, and saw the Messrs. Edwards there. Mr. Edwards, Park, said to me, "There is no occasion for you to leave. It would be a pity after being there so long. If you will go and ask Colonel Hughes to allow you to stop he will very likely consent." I said what did he want to serve me with a notice for and then want me to go afterwards? Do you think I am going to the Colonel to ask to stay after having the notice? It is not worth my while. He said, "You can send and ask him by letter." I said I would not do it. Mr. Edwards of Park came to my house about the latter end of January (before I left), and saw my wife and asked her about our leaving. He wanted to know if we had any place to go to. He went away saying he would see me again. I met him on the road shortly afterwards as I was going to attend a funeral. He said to me, "What are you going to do?" He said, "Would not you like to have Farchoel for one of your children?" I said, "I will have nothing to do with it; you can let it to whom you like." My father erected buildings (cow-house, &c.), and he was never allowed a penny compensation for it. He had to pay a man for getting stones out of the quarry. He had to haul the stones and to haul lime from Pothywaen (a distance of 16 miles). He had to pay for the lime himself, and was never paid a penny. I remember a case where Morris Williams put up a cabin on a piece of common land in the parish of Llanfihangel. It was open common. The old custom was that

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Mr. R. EVANS.

[Continued.]

Chairman—continued.

if a person put up a cabin in the night, that he had it for himself, and it was considered to be his property. One of the agents of Sir Watkin went to him and asked him to pay something as an acknowledgement; that it was Sir Watkin's property "If you will pay something you will have quietness of Sir Watkin, and no one will disturb you." He gave them some little payment. He built a house on this property, and planted trees and made fields—2 or 3 acres. He lived there all his life and reared a family. The old man's wife died, and he asked permission from the agent of Sir Watkin for his son and his wife to go and live with him. They did not give their consent, nor did they refuse, and the son and his wife went to live with the old man, and remained there with him until his death. After his death his son had notice to quit the place in the following May, and he had to leave, and the house erected by his father remains to this day, and he had no compensation for it. The place is Noel-erfyl. The rent is now about 3*l.* 10*s.* It is now held with another small place.

Mr. BENJAMIN DAVIES called and examined through an interpreter.

Chairman

67,820. Is this your evidence?—Yes.

67,821. Has it been translated to you in the presence of one of the Commissioners?—Yes.

67,822. Is it correct?—Yes.

67,823. And have you any objection to its being read?—No.

67,824. Are you a tenant farmer?—I am.

67,825. What is the size of your holding?—16 acres, some of it is waste land.

67,826. What is your rent?—10 guineas.

67,827. Whom do you farm under?—Sir Watkin Williams Wynn.

[The following statement of the witness was then read:]

Evidence of Mr. Benjamin Davies, Llettyderin, Llanfihangel. I am 76 years old. I have lived at Llettyderin for 42 years. Sir Watkin Williams Wynn is my landlord. I hold 16 acres of land; rent 10*l.* 10*s.* My father was tenant previously to me. His rent was 7*l.* When I became tenant 42 years ago the agent promised me new buildings and to do some repairs. All the repairs I have had are two doors. The buildings at the present time are not fit to put a beast in. I had a calf last winter which I was keeping for rent, and through the state of the buildings the calf took cold and died. I have had several similar losses. The roofs of the house and buildings are of old thatch. The place at times is swarming with rats and mice. They get into the thatch and bore holes, through which the water pours on the bed. I have reared eight children. There is only one bedroom in the house. While my children were at home myself and wife and the children all slept in the one room. The floor of

Mr. Griffiths.

67,815. Did you make a claim for the hauling you had done on this farm?—They did not use to pay anybody.

67,816. But did you not tell them that you ought to be paid for what you had done?—It was my father that was talking to them.

67,817. Why did you refuse to pay the tithe?—I believe the Church ought to maintain herself as well as others.

67,818. You refused to pay the tithe as a protest against the way in which the tithe was applied?—Yes.

67,819. And you thought Colonel Hughes was not justified in interfering with you on a question of that sort?—I thought they should not interfere when I paid the rent to the day.

Chairman.

Colonel Hughes, will you rebut this evidence when you give your evidence on Thursday next, at Machynlleth?—(Colonel Hughes.) Yes.

Chairman—continued.

the whole house is merely earth. I have often asked for repairs, but the agents have told me in reply that they will repair if I do the haulage; I have no horse to do the haulage. I should like the Commissioners to see the house. I am afraid of the house being burnt as the chimney often catches fire on account of its being made of wood. I put the fire out by means of a long stick.

67,828. How far is this house from here?—I daresay somewhere near six miles.

Chairman.

Mr. Richard Jones will go and see the house.

Colonel Hughes.—I admit everything; there will be no occasion to go and look at it. I admit it.

Mr. Richard Jones.

67,829. Just one question in anticipation of what Colonel Hughes may say; have you made any application to Colonel Hughes in respect of repairing?—I made it to the man from whom I had taken it, Mr. David Jones, of Park.

67,830. Has there been any dispute between you and the estate—between you and Colonel Hughes, or between you and anybody connected with the estate?—No, only they do not build, no dispute whatever.

67,831. I thought you told me that you had refused to do the hauling?—I refused because I could not.

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Mr. B. DAVIES.

[Continued.]

Mr. Richard Jones—continued.

67,832. Then there has been some conversation between you and somebody connected with the estate?—The man at Park, Mr. Jones, asked me if I could carry, and I told him I could not.

67,833. What did he say about the repairs?—He did not say anything, he had nothing to say. I had no team to haul, I cannot keep a team.

Mr. Griffiths.

67,834. Had you ever a lease of this place?—No, never.

67,835. You brought up eight children, how many boys have you, and how many girls?—Two boys who are now dead, and six daughters.

67,836. Did you ever ask the landlord for more rooms when you were bringing up your family?—I never asked the landlord. The landlord is never near.

67,837. Nor the agent?—I did ask Mr. Jones, the sub-agent.

67,838. What did he say?—"It is not likely Sir Watkin will build you a new house."

67,839. Why?—He did not tell me that. The late Sir Watkin had never seen it.

The witness withdrew.

Colonel HUGH ROBERT HUGHES re-called and further examined.

Chairman.

67,845. What do you wish to say Colonel Hughes?—I paid my first visit to this tenement in 1888. It is on the very extreme end of the estate down towards Meifod, and a more wretched place I never saw in all my life. When I got there, I considered all about it, and decided at once that it was to be taken down, and I told the tenant so. I told him we could not build there on any consideration, that it was not likely that he would carry anything towards it, and I never asked him to carry, and I never made him a promise of any description. I said at once that it would have to come down. I told him I was very sorry for them leaving there, and if I could do anything I would, but they clung to the old place. In 1891 I took Sir Watkin and Lady Williams Wynn there myself, and Sir Watkin said exactly the same as I did. He said you cannot build there, he cannot carry to that place, and it is out of the question for him to help in any way, and he was given distinctly to understand this there and then. However, he clung to the place. That is the whole truth how it has gone on. I never made him any promise on any terms. I said it could not be, and I should never think in Sir Watkin's interest of building there.

Mr. Brynmor Jones.

67,846. I understand the land is not good enough to justify you in building a proper farm house there, is that what you mean?—Certainly.

67,847. It would be a really unprofitable investment?—Yes, and uncalled for too.

Mr. Griffiths—continued.

67,840. Why did you not go yourself to Sir Watkin?—He would never suffer it?—The steward would be against me then.

67,841. Are you more afraid of a steward than of the landlord?—Oh, yes; that would be it.

Chairman.

67,842. Mr. Vincent asks, "If they built, would you pay additional rent?"—The rent is very high, pretty high. They raised it from 7*l.* to 10 guineas already.

Mr. Griffiths.

67,843. When?—Since Mr. Jones's time—Mr. Jones of the Park. It was Mr. Jones who increased it.

Chairman.

67,844. "Is it reasonable to expect them to build for you when you hold so much land at 10 guineas"?—A good deal of it is waste land.

67,844*a*. "The acreage is 35 and not 16, is it not?"—The total acreage is 16.

Mr. Brynmor Jones—continued.

67,848. Have you offered this poor old man any other place?—I have tried to; we have not had anything yet but he would not go. He stuck to the old place. I really was astonished. I was very sorry for it, but Sir Watkin said we had no alternative. If it had been a small place, and a conscionable place to live in, we should have done it at once, but it was the very outside of the estate as you go down to the river. I was told, as near as I can recollect, by Edwards, our sub-agent there that my predecessor had decided also that it should come down. Mr. Wynne will speak for himself, but my impression is that Edwards told me so. I had not the slightest hesitation about it myself.

67,849. If you say that, the only question is, what is to be done with this poor old man?—I am very, very sorry for him. We had a joke together only the other day at a dinner to which Sir Watkin came, and I think he turned out the smartest of the whole lot. That is a fact, and he knows it.

67,850. What would it cost to patch up this place, and put an end to the danger of fire?—It has gone beyond that.

Chairman.

67,851. This is a question by Mr. Vincent: "What is the acreage of this farm?"—It was given to me in my pocket rental as 35*a.* 1*r.* 8*p.* I have thought of it often, but I have no alternative. I have nothing else to suggest.

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Mr. W. ELLIS.

[Continued.]

Mr. Richard Jones.

67,852. Is it highly situated?—Yes, it is quite out of the way, the very extreme end of the estate as you go to Pont Robert.

67,853. And most of it waste land?—Oh, yes, it must be attached to something else. It would not do for any landlord to build on.

67,854. What stock has he on the place?—I really cannot tell you.

Mr. Brynmor Jones.

67,855. What do you propose to do with the land?—We shall attach it to a small place close by.

67,856. The small place close by is now occupied, I suppose?—Yes.

The witness withdrew.

Mr. WILLIAM ELLIS called and examined.

Chairman.

67,857. Do you speak English?—Yes.

67,858. Where do you live?—Ffynnon Cottage.

67,859. How far is that from here?—About a mile.

67,860. Your father lives there now?—Yes.

67,861. And you are authorized by him to give this evidence?—Yes.

67,862. He being an invalid and having been confined to his bed for three years?—Yes.

67,863. You wish this to be read?—Yes.

[The following statement of the witness was read:]

See 71,594
and 75,132.

Evidence of Mr. William Ellis, of Pengorophwysfa, Llanfyllin. My father lives at Pengorophwysfa, in this parish. I am authorized by him to give this evidence. He is an invalid, having been confined to his

Chairman—continued.

bed for three years. A small cottage was built by my grandfather on common land called the Bryn in this parish in the year 1866. The house cost about 150*l*. I produce the books showing the amounts paid by him in respect of the house. He also enclosed a piece of land. My father paid a rent of 1*l*. per year up to the year 1891, when I believe the lease expired.

67,864. Who did Mr. Ellis rent under?—Under the Earl of Powis. When the lease expired I went to Powis Castle Estate Office, and saw Mr. Addie. He referred me to one of the clerks. I gave them particulars, and they promised to let me hear. I never heard a word about it until I was told that the place had been let to a stranger. The place is now let for 6*l*. per year. My father was never paid anything for the amount expended by my grandfather.

The witness withdrew.

Adjourned to Llanfair.

Re-
examined
70,000

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Rev. E. GRIFFITH.

SEVENTY-SIXTH DAY.

School Room, Llanfair, Montgomeryshire, Tuesday, 11th September 1894.

PRESENT:

LORD KENYON (IN THE CHAIR).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
 Mr. DAVID BRYNMOR JONES, Q.C., M.P.
 Professor RHŶS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.
 Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.
 Mr. CECIL E. OWEN, Assistant Secretary.

Mr. Brynmor Jones.

I regret that Lord Carrington is summoned back to town for official duties to-day and to-morrow, and some of the other Commissioners

Mr. Brynmor Jones—continued.

are delayed owing to the difficulties of travelling, but the proceedings of the Commission will now commence.

Rev. EDWARD GRIFFITH called and examined.

Mr. Brynmor Jones.

67,865. Where do you live?—Lower Hall, Meifod, Welshpool. I am a Calvinistic minister. For the last 30 years I have been pastor of a few small churches in Meifod and the neighbourhood. I have lived mostly during that period amongst the farmers and labourers of the county, and I have often listened to their grievances. I have found that the present system of landlordism has a tendency to create a slavish and cringing spirit. Farmers, on some of the estates especially, dare not call their souls their own. Though sound Nonconformists and Radicals they are afraid of being seen at a political meeting. Many are in dread of being seen in company of a Radical at the time of an election. They will subscribe towards building their chapels, but many fear their landlord knowing it. I know of a special case of this kind at Llanwyddyn on the Powis estate.

A number of small allotments have become the property of Lord Powis by the system of getting the original squatters to pay a trifle as rent. Glasgwm in the parish of Meifod is a case in point. The only squatter who refused to pay in Glasgwm and who, of course, became a freeholder, was called for years the King of Glasgwm. Some of these cottages and buildings are in a wretched state. The landlord will not rebuild or repair. The tenant either cannot afford it or will not do so on his present security. There was an attempt made a few years ago by Sir Watkin Williams-Wynn's agent to get the deacons of Llawrycwm Chapel, near Llanfyllin, to pay a shilling a year as a nominal rent for the chapel. The above system carried on for

Mr. Brynmor Jones—continued.

years has given the large landowners a rather bad reputation.

I have seen a copy of a circular sent, I believe, to all Lord Powis' tenants. The distributor of this circular, in one case at least, said that it was done with the avowed object of forestalling the Commission. The circular contained a couple of questions which each tenant was required to answer. He was then asked if he had any further remarks to make. I have found that a change of agency is often a matter of dread amongst the tenants. A verbal arrangement between a former agent and a tenant is not always respected by the new agent. I believe the landlords profit largely by the Nonconformity of the county.

It is said that land is cheaper in Shropshire than Montgomeryshire. Many Welsh farmers would take land in England but for the strong attachment they have to their chapels and language. I am informed that Welshmen are considered the best rent-payers in Shropshire. I have often heard that clergymen are active agents in farm letting. The Rev. Samuel Reed of Llanerfyl has a high character for that business. Until lately the Rev. Edward Evans, rector of Llanfihangel, was looked upon as head agent to Sir Watkin's estate within the parish of Llanfihangel.

See 67,938.

Mr. Griffiths.

67,866. You say you have an opportunity of knowing the position of farmers in this district? —Yes, a very good opportunity.

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[Continued.]

Mr. Griffiths—continued.

67,867. Do you find here they complain of any grievances?—I do.

67,868. What are their chief grievances?—Well, that the rent is high. Several besides those I have mentioned here.

66,869. Most of them have abatements, I suppose?—Yes.

67,870. Do they say it is not sufficient to meet the low prices?—Yes. On some estates the rent has been lowered.

67,871. You say the Nonconformists in this district are in rather a humiliating position?—Yes, I find them extremely so.

67,872. Is it a fact that they do not attend any political meetings?—I had the privilege of accompanying Mr. Rendel, now Lord Rendel of Hatchlands, more than once in the neighbourhood of Garthbeibio and other places, and I found a great deal of the same kind of timidity, and a slavish spirit. I can refer specially to one case. I think the first time that Lord Rendel was ever in the neighbourhood he came in with a carriage and four horses. Of course it had been the greatest wish of a great many of the inhabitants to see and hear him. A few of them came, but amongst them there happened to be one of Lord Powis' under-agents, a Mr. Black. The sight that day has never left my mind. A few of the farmers were there, but they dared not show their faces. They were looking round the corners, hiding as if they were thieves. The impression has never left my mind. There must be something wrong somewhere to have produced such a spirit in an honest class of people.

67,873. You consider the ballot is not sufficient protection for the tenant?—It is not the ballot so much; it is public appearance. I do not know what they may do at the ballot box, but they do not feel the freedom which they ought to feel in appearing publicly. I have seen a good deal of that at Llangadfan and Dolanog; that is another corner of Sir Watkin's estate. It is impossible to get a meeting. They will not hear of being canvassed. Not a single canvasser for Mr. Humphreys Owen dare go to that part at all. At the last election they said, "We will vote right enough, but do not you or anyone else come near us; do not be seen near our place." I have heard that over and over again.

See 71,594.

67,874. Are the landlords in this district aware that the cottages are in a bad state of repair?—I will refer to Glasgwm, a place I know very well, in the parish of Meifod, built by what were called squatters—*caban un nos*. Some have built very decent cottages. Others are not well built, and are now in a very bad state.

67,875. On what security did they build the cottages?—On no security. There was a custom that if a man built the cabin, and smoke came out somewhere during the night, he was entitled to that cabin.

67,876. For how long?—Well, for ever, so far as they knew; but there were the agents coming round and asking them to pay a trifle. As I understand, most, if not all, of these tenants on

Mr. Griffiths—continued.

Glasgwm paid it, except this one, who was ever after dubbed King of Glasgwm, and his children were dubbed kings also. Some of these kings are still alive—and queens.

67,877. Some of these are left in a dilapidated state?—There are two or three, but those are in a better state than some that I have seen.

67,878. Is there sufficient cottage accommodation in this district?—They might be large enough, but they are cold and draughty. I sat in one not long ago; it was not safe for me, but it seemed to be pretty safe for the children. They got plenty of fresh air there at any rate.

67,879. What was the general state of repair?—Generally a very bad state of repair.

67,880. What do you understand by the circular, which you say "was done with the avowed object of forestalling the Commission"?—Well, that was supposed to be the object. I cannot vouch for it; a tenant told me. I saw a copy of this circular; it was on a kind of note-paper, just this size (*illustrating*).

67,881. You have not a copy by you?—No, I did not keep that copy; I took a copy of it, but I could not lay my hands upon it. The question was asked, how long he had been a tenant of that taking, and then, secondly, if he had any ancestors on the taking, how long they had been there, and, thirdly, had they any further remarks, or something of that kind. I do not profess to give the exact words.

67,882. Do you think it was necessary to obtain the information?—The information might be necessary at any time, but there is the fact of it being sent a little over a twelvemonth ago, and the fact that further remarks were invited, and the fact that the distributor in this case—the conversation was in Welsh, and I can give it to you if it is of any importance—I do not say he had any authority to use the words from headquarters, but such was the case.

67,883. Do you find the changes of agents is often followed with bad effect?—Yes, I have heard very pitiful tales to that effect. I know a tenant at Llanfihangel, dead now, but his son still lives in the place, and he told me, about 20 years ago, or more perhaps, how he had been encouraged to lay out money upon the farm by the former agent, and how the following agent raised his rent. "This is too cheap," said the agent. "Well, no, sir," said the tenant, "look at that field; that was all gorse when I came here, and there is that place, I have done so and so for it." The agent said, "Oh, it is too cheap." It was no use pleading. He would insist upon raising his rent.

67,884. You consider that those rents are generally raised upon the tenant's own improvements?—Yes, and I believe that tenant never felt comfortable afterwards on that farm.

67,885. You say clergymen are very officious?—Well, they have rather a bad character for it. I am sorry to say.

67,886. Are not the Nonconformist ministers also to blame?—They may do a little, I admit,

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[Continued.]

Mr. Griffiths—continued.

in the same business, but we have not the same privilege.

67,887. You have not the hearing of the landlord?—We are hardly ever asked to interfere in the matter. Our influence is anything but good with the landlords. They had better not have us for them. A letter from me to any of these great agents, I am sure, would be dead against the applicants at once. I do not know about Mr. Humphreys Owen; perhaps a word from me might go a little with him, but with very few others.

67,888. You have been among the farmers very often; do you think there are many of them afraid to come and give evidence before the Commission?—I cannot myself prove that personally; I have not asked these men that I refer to to come. I should never have come myself only from a real sense of duty. I do not think they can touch me personally in any way, if they wish to. I hope they do not, but I am not sure whether they may not touch my people. I hope they will not. I am a Calvinistic Methodist; I hope the Calvinistic Methodists will not be marked people on my account.

67,889. Have you heard them express any wish to have some outside authority to refer this question of rent to?—Yes, very often, especially with the sitting tenants; that is what I was told last Monday. I asked a gentleman, "Why do you not come and say so?" He said, "Oh, no." He lives on the other side of this hill; I do not know whether he is here to-day. He said, "My difficulty is with the sitting tenant, I have improved my farm considerably; there are 20 men who would step into my place." I said, "Why do you not come and state your opinion?" but he would not come. He said that they required some mediating power between landlords and tenants.

Mr. Richard Jones.

67,890. You think that the present land laws are responsible for this slavish and cringing spirit among tenant farmers?—Yes, I believe largely responsible. It is too much power to put in the hands of any mortal man, let the great agents be what they may. I have not a word to say against them. I think that the power over 900 families put in the hands of one man, even Mr. Forrester Addie—for fifty years they were in the hands of the late Mr. Newell—is enough to make the best man in the world a despot. I think it is a shame that at the end of the 19th century any particular man should have any such power over such a number of families. There are 731 families who farm from 1 acre to 10 acres in this county, and the agent is Mr. Forrester Addie at this moment. He must be an exceedingly good agent not to have created a stronger feeling against himself than he has done. I have nothing to say against him or against any of them. I have a very good word to say of some of them.

67,891. You are against the system?—Yes. I condemn the system. When any disagreement happens there ought to be some authority they

Mr. Richard Jones—continued.

could refer to. There is this difference of race. We are Welshmen and have a history; they are Englishmen, most of them. Then we are Nonconformists, and we have our prejudices. They are Church people, and some of them are very Churchy. There is this difference altogether, and it is a wonder that the state of things is as good as it is. And I believe that allowing so many families to depend, say, entirely upon the will and whim of one man, or any number of men, is what ought not to be. They want to lower their rents, to vote according to their consciences, and to appear at public meetings. They know they must keep in the good graces of Lord Powis and Sir Watkin and their agents. They know they cannot do these without endangering themselves. This fact often produces a cringing and pitiful spirit.

67,892. What would be the functions you would delegate to this body?—Well, I am not an expert; I leave that to statesmen. What have they to do but to study these questions? There ought to be something; call it a Land Court, or Conciliation Court, or anything you like. It seems to be ingrained into our nature, and out of this comes what some of these gentlemen have charged us with in writing to the "Times." You know very well we have been called by some of these very men a nation of liars. Lord Penhryn says that the Carnarvonshire people enjoyed at one time the supremacy in lying; but they are the very men who are largely responsible for the spirit out of which comes this lying. I am sorry to hear my nation charged in that manner by those who are largely responsible for it, and who could themselves cure a great deal of it. It would take perhaps a century. If Lord Powis and Sir Watkin gave authority to Mr. Addie and Colonel Hughes, for instance, to go round their tenants and say, "Gentlemen, it does not matter to us whether you are Churchmen or Chapelmen, whether you are Radicals or Tories; it is perfectly indifferent to us. We have to deal with you simply as farmers." If they went around and endeavoured to create a spirit of independence, and turned their attention more to farming than to churching and chapelling and politics, I believe it would do a great deal to help to get this spirit out of our tenant farmers.

67,893. Do you think that what is known as fair rent and fixity of tenure and compensation for improvements would not only put the tenant farmer into a better position financially but create a more independent race of men?—Yes, it would create a sense of security. As it is there is no foundation for it. They depend entirely on the will of one or a few men; they have no Court to appeal to.

67,894. Do you think, Mr. Griffith, that the tenant farmers are more slavish than the labourer?—As far as I have found in the neighbourhood that I refer to in my evidence, they are so. I do not see much of it amongst labourers. I say they are more independent than their masters; they are really the masters often. If a boy is turned out of his place he

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Mr. Richard Jones—continued.

would find a place at once where they would be happy to take him, and no character would be asked for as a rule. There is a great demand for them.

67,895. Labourers are readier to give an expression of opinion?—Yes, by far. When we had the Labour Commission that Mr. Lleufer Thomas had something to do with, the labourers came together in droves. We could not get a meeting up to prepare for this Land Commission. We did not make any very special efforts, certainly, but in the parish of Meifod we found it difficult to get them to express an opinion as to having a public meeting at all, whereas the schoolroom became full of labourers and small tenant farmers when the Labour Commissioner came round.

67,896. Do you find the tenant farmers as a class are honest and industrious?—Yes, I believe so. I am afraid there may be idle ones amongst them.

67,897. But as a class?—As a class I believe they are honest and straightforward, as far as I have observed. I only turn amongst a certain class, as you know.

67,898. They are very anxious to pay their debts?—Yes, I believe they are, and they grieve very much if they cannot.

67,899. Why did they refuse to pay the tithe?—Because they wanted an abatement. It was a kind of fight against Christchurch in our district; at least it began against one clergyman over the hill here. I refer to the Mynafon affair. No doubt you have all heard of the state of affairs there. It was not against paying tithe as such. They were against the principle of an Established Church. I never found any inclination not to pay their proper debts.

67,900. Then it was not entirely from financial considerations that they refused?—They found it hard to have to pay rent, tithe or taxes; they have come through serious years. They found that landlords were giving an abatement, and they thought it only fair that clergymen should do the same. Clergymen did so as a rule. The exception was Christchurch, Oxford. There the battle was first fought, and a fierce one it was.

67,901. Have any farmers been coming to you to borrow money?—No, they know better, I suppose; they do not often come to Methodist ministers to borrow.

67,902. Do you know whether they go to borrow money from anybody else?—Really, I do not know much personally. I have heard from a gentleman who knows a great deal about these things that they do bail each other very much, and I asked this man again to come forward. I said, "Why do you not come?" He had told me this about two years ago, giving a terrible description of the state of affairs amongst farmers. Only last week, I think, I happened to meet him, and I said "Now, so and so, come and tell the Commissioners what you told me about the terrible state of financial

Mr. Richard Jones—continued.

"affairs of farmers." He did not quite remember at first what he had said, nor when he had said it, but I soon reminded him, and he said that things were very bad still—that they were bailing each other and all that.

67,903. Do you find that they are as liberal in their contributions towards religious objects as they have been?—No, I am sorry they are not. They do not very faithfully—

67,904. According to their means?—Well, I was going to say this: many of our friends here are Church people, and this perhaps will be new to them; we have what we call—I am referring more particularly now to the Wesleyan body and to the Calvinistic body—our local collections towards local expenses, and we have also our connexional funds, but I have found lately that it is very hard to get our small churches to do anything towards what we call connexional funds. We have several of them, and the Wesleyans have several of them, but towards their local expenses I find that so far, we have not much to complain of. But I believe they give, many of them, out of their poverty.

67,905. Do you know what was the purport of this circular that was sent to Lord Powis's tenants?—I do not.

Mr. Brynmor Jones.

I think that our custom has been generally, in dealing with documents, to obtain one of the original documents if we can. I do not stop the question, but I do not think that in the absence of the document itself it is likely to be of much service. Lord Carrington's rule upon that is not to accept the evidence without the document. I daresay we can get a copy of it put in.

Mr. Vincent.—Yes, you shall have one.

Mr. Richard Jones.

67,906. In what way would you say that the landlords profit financially by the amount of Nonconformity there is in the district?—In this way: that many Welsh farmers would emigrate to Shropshire or Herefordshire, where land is believed to be much cheaper. I have heard that Mr. Gee, of Denbigh, has been recommending Welsh farmers to turn their faces towards English counties, but they have a great reluctance to do so, because they would lose their religious privileges—their chapels, the preaching and so on in their own language. There are farmers present who have told me that they would have gone to Shropshire but for that reason. They have children there, and they complain of nothing but the want of religious privileges as we call them, and I believe there would have been less of this land hunger, and that farms would have been much lower, but for this reason. So that I believe landlords are profiting financially by the vast amount of Nonconformity in our county. I am sorry that they do not patronise us very much. I wish they

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Mr. Richard Jones—continued.

would look a little more gracefully at some of our little chapels here and there.

67,907. You say that good reports come from those farmers who migrate into English counties?—Yes, financially, but in the other sense they complain bitterly—they are like the Jews in Babylon.

Mr. Brynmor Jones.

67,908. I have only a question or two to ask you: with regard to the circular, you have no copy of it whatever?—No.

67,909. Then, I understand that we shall have one of the circulars put in, so that the Commissioners will be able to judge what is the true meaning and purport of the circular?—Yes.

67,910. Did I understand you to admit the justice of the somewhat sweeping generalisation that you quoted from Lord Penrhyn?—Well, in a certain sense, there may have been, from his point of view, a certain amount of truth in it, that is, people supposed to be promising him their votes—supposed in some peculiar way to be undertaking to vote for him, but when they came to the ballot box, probably voting according to their consciences.

67,911. You do not mean to give colour yourself to the assertion that Welshmen lie more than other nations?—No, not for a moment.

67,912. What is your opinion with regard to that?—Indeed, I have not much experience about English people, but I do not find any strong tendency to telling untruths, so far as I know, amongst our people.

67,913. My experience as a County Court Judge leads me to think that the Welsh counties and the English counties are very much alike: I found that there was quite as much perjury in Gloucestershire as in any of the Welsh counties?—Yes.

67,914. Then you do not think it would be right to describe the Carnarvonshire people in the language used by Lord Penrhyn?—No, not for a moment.

67,915. But at the same time you say, rather in explanation of Lord Penrhyn's opinion, that he is brought into contact with tenant farmers under circumstances which force them into evasive answers?—Yes, just so.

67,916. With regard to your evidence concerning the difficulty of holding political meetings, and the fear that the tenants have of coming before this Commission, do you speak for the parishes of Garthbeibio, Llanerfyl, and Llangadfan?—Yes, and Llanfihangel.

67,917. Are they Welsh speaking parishes?—Yes, thoroughly Welsh.

67,918. And are the people mainly Nonconformist or Churchmen?—Mainly Nonconformists.

67,919. Then do you agree with what Mr. Lleufer Thomas says in his report on the agricultural labourer. "In one instance, however, viz., at Cann office (the natural centre for the parishes of Garthbeibio, Llanerfyl, and

Mr. Brynmor Jones—continued.

"Llangadfan), the proximity of the Parliamentary Election prevented my holding a meeting which had been announced for the 4th July, so that I had to rely upon private inquiry and personal observation as to the state of things in that neighbourhood. Even if I had been able to hold a meeting in this place, I do not think much evidence would have been given me publicly, as the inhabitants (possibly owing to the disturbing influence of politics) appeared to be either unable to appreciate the nature of the inquiry or afraid of committing themselves by speaking too openly of their circumstances."—Yes, that corroborates my experience.

67,920. You think that your own experience which is a lengthy experience, as I understand, in this part of the country, corroborates Mr. Lleufer Thomas?—Yes, he corroborates my statement here.

67,921. The following questions are put by Mr. J. E. Vincent: "Do you mean to say seriously that the Rev. E. Evans had any influence over Mr. Wynne?"—I simply stick to what I say here, that he was actually described in my hearing as really the agent, that is, that farms would be very seldom let without he had a hand in it. That, I suppose, might have been rather an extravagant expression, but the deduction, I believe, was quite correct. Perhaps you will allow me to say that I have heard also the following conversation: Colonel Hughes (I am glad he is here) was told by one of his tenants, "Why, it is Mr. Evans that lets Sir Watkin's farms in this part of the country, or in this parish." "Well, he said, 'it shall be so no more; if we cannot let Sir Watkin's farms, what are we paid for'—or something to that effect, and since then I understand things have materially changed. I cannot vouch for it, only I have been told it.

67,922. Mr. Vincent's questions continued: "Has not Mr. Addie declared over and over again in public that Lord Powis allowed neither politics nor religion to make any difference between him and his tenants?"—Yes, I was greatly surprised to hear him say so, but the fact that they are such strong Church people, and such strong politicians, and following these Primrose Dames, and calling us robbers; he calls us robbers, and Mr. Slaney Wynne is rather fond of that expression, and he has been a speaker on platforms where I have been called a robber, and a number of Nonconformist tenants are also called robbers. When expressions of that kind are used, and when all the agents are Church people, and attend and follow the bishops and the parsons, it creates a kind of timidity. I should like them to take up my suggestion, and go amongst the farmers and tell them that they have nothing whatever to fear—that their chapel or church is nothing to them.

67,923. Do I understand that Mr. Addie is an active politician?—I understand that he is.

See 67,940.

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Mr. Brynmor Jones—continued.

67,924. But do you know that? Does he appear at public meetings?—I have read his speeches.

67,925. At public meetings?—He is present at political meetings; he is a "Primrose Dame."

67,926. Then you think it would be advantageous if the agents for big estates abstained from interference in political elections and political matters generally?—Yes.

67,927. I do not know whether you meant me to draw the inference, but the inference which follows logically from what you said is that, though Mr. Addie declared this, yet the people did not take him at his word?—They do not. They believe that Churchmen are the favourites, and that the Tories are favourites, and a number of chapel people have partly become church people, on account of this influence, I do believe.

67,928. Can you point to any act of Mr. Addie's that is inconsistent with the statement that Mr. Vincent suggests that Mr. Addie has made in public?—I do not know. It might not be the influence during Mr. Addie's period; it is an old thing, it is hereditary, and will last perhaps for another century.

67,929. Mr. Vincent's questions continued: "Do you agree with me that Welshmen are as prone to falsehood as Englishmen, but that the Welshmen are much the cleverer of the two"?—I do not wish to make any comparisons of that kind between different nations, if you please. I am not able to compare nation with nation.

Mr. Richard Jones.

67,930. Do you know whether any landlords in your neighbourhood have announced publicly that there was perfect liberty for the tenant farmers to come and give evidence before the Commission?—I believe that some of the smaller landlords are favourable; for instance our own landlord who is a Nonconformist, and also his agent, Mr. Evans, of Llanerfyl.

67,931. Who is the landlord?—Our landlords are a family of Dewhursts, from Lancashire. They own a great number of farms in this district. They are Nonconformists; and their agent, I believe, never interferes in the least with our religion, or with our politics.

Mr. Brynmor Jones.

67,932. The following question is handed in by Mr. Martin Woosnam: "By what methods did the landlords get possession of the cottages built by squatters that you referred to"?—I have heard of various methods; I believe the chief method has been persuasion, but when that failed there were other methods resorted to. I have heard, and I was rather astonished to hear it—I say it for what it is worth—that it is known that there was one case where they made a number of them drunk, and that they had a document ready with their names upon it, and they were simply asked to put a cross, and by that way their little places went over to the

Mr. Brynmor Jones—continued.

landowner. Then another method I have been told of was giving them permission to plant a sapling somewhere about the house, and that that would constitute in time a kind of claim to the place. I have also heard that an official was sent to one place in Pont Robert in the garb of a tramp in clogs and rags, and that he endeavoured to open a kind of transaction with the tenant, but that that tenant was sharp enough; he saw through it, and the property is still the property of Mr. Lot Williams. That failed. Those are about all the methods I have heard of. Then there is the Llawrycwm chapel method of persuasion again, and that failed.

67,933. Questions by Mr. Vincent continued: "Are there not two possible explanations of a failure to get up a public meeting, one that people are afraid to assemble, and another that they are indifferent to the subject"?—I would say that they are anything but indifferent; they are full of politics—even in the case of Sir Watkin's tenants and Lord Powis' tenants they are only too interested in the question, and would be very glad to attend. They have so little recreation in that part of the country that they will attend almost any meeting. Even a temperance meeting gets a good congregation.

67,934. "Are you aware that Christchurch, Oxford, is a purely educational institution, having no tests, and that numerous Welshmen get scholarships there"?—Yes, we know a good deal about Christchurch lately. We knew that they could well afford to give us an abatement of 10 per cent., that they were the richest College in the world, and even some of our landlords said, "Do not be very heavy on the parsons, but I do not care for that Christchurch;" some of the landlords said that.

Mr. Brynmor Jones.

I have put the question, but I must not be taken as quite assenting to one fact on which the question is based—that they have no tests.

Mr. Vincent. — That is to say, for some things.

Mr. Brynmor Jones.

67,935. Yes, for some things. There is another question by Mr. Vincent: "Do you know that Mr. Addie's circular was sent out solely to assist him in preparing his evidence"?—Yes, but I did not find that he used the results.

67,936. Oh, yes, he did, because he gave us a very elaborate table showing how long the different families had been upon the estate?—I beg your pardon then. I was judging by what I read in the paper. I could not find that in the paper. I believe it was very interesting information, but it might have been the means of giving the tenants to understand, "Well, we are doing a little land commission on our own account," and in this case the distributor told them in Welsh —

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Rev. E. GRIFFITH ; Mr. OWEN S. WYNNE.

[Continued.]

Mr. Brynmor Jones.

The result of Mr. Addie's investigations was one of the most interesting tables we have had, it being a complete analysis of the size of the holdings, and the duration of the tenancies on the estate.

Mr. Brynmor Jones—continued.

67,937. There is another question put by Mr. Vincent: "Will you mention the estate on which the squatters were made drunk before a document was submitted to them for signature"?—I cannot mention it; I simply heard it.

The witness withdrew.

MR. OWEN SLANEY WYNNE recalled and further examined.

Mr. Brynmor Jones.

67,938. What is it that you wish to state?—All I wish to rebut is that part of the Rev. Mr. Griffith's evidence where he stated that Mr. Evans, the Rector of Llanfihangel acted almost as Sir Watkin's head agent in that parish. I deny *in toto* that during the time that I had the honour of being Sir Watkin's agent, which was for something like 16½ years, Mr. Evans had any influence over me in regard to the selection of tenants for Sir Watkin's Llanfihangel property. I think if the Llanfihangel farmers were canvassed you would find something like five-sixths of the tenants in that district were Nonconformists and are at present Nonconformists.

Mr. Richard Jones.

67,939. If I understood Mr. Griffith rightly, he simply said it was rumoured; he did not vouch for the matters himself?—Then he should

Mr. Richard Jones—continued.

not say things from mere rumour; he should speak to positive facts.

Mr. Brynmor Jones.

67,940. Of course it will be taken by the Commission for what it is worth; you know we have had rumours from both sides?—There is one more thing that I should like to deny: Mr. Griffith said that "Mr. Slaney Wynne was fond of using the word 'robbers' towards the Nonconformists on political platforms." I am perfectly positive, so far as I can say now, that Mr. Slaney Wynne never used the word "robbers" with regard to Nonconformists. I am sure he would not have been so discourteous. I do not think Mr. Slaney Wynne is addicted to discourtesy, at any rate, and he did not use the term mentioned with regard to Nonconformists. Therefore I deny that also.

The witness withdrew.

Mr. NATHANIEL WATKINS called and examined.

Mr. Brynmor Jones.

67,941. Do you think you can follow your statement if it is read in English?—Yes, certainly; but I should wish to answer any questions in Welsh.

67,942. We will have it read then; if you do not understand anything, the interpreter shall translate it?—Yes.

[The following statement of the witness was then read]:—

At a public meeting of tenant farmers held at Llantair on June 2nd, 1893, I was unanimously requested to give evidence before the Royal Commission.

I have been farming in the centre of Montgomeryshire for 44 years, the first 39 years of which I lived at the 'Moat Farm,' Manafon, and the last five years at my present farm. I am well acquainted with the agricultural district comprised between Cann Office and Welshpool, and from Tregynon to Llanfyllin; moreover I know nearly all the farmers resident in that district.

My last farm which I had occupied for 39 years I was forced to leave because, in common with my neighbours, I joined in a peaceful and

Mr. Brynmor Jones—continued.

orderly protest by offering passive resistance to the payment of tithes. Mr. Justice Wills stated publicly at the Newtown Assizes that the farmers were within their legal rights in doing so. Because I made my protest in this form and would only pay the tithe through process of law I had to quit my farm. My rent was always paid in due time, and my farm was in every way properly cultivated. No complaint whatever was preferred against me by my landlady until 1888, the time above referred to. During my tenancy two large falls of timber were made, and though I made application I received not a halfpenny as compensation for damages. The reply I received from the agent was: "If the fences are tidily repaired it will be to your own benefit, as your landlady will never turn you out." I was supplied with timber in the rough to make my gates, but the making of every gate on the farm when I left had been paid for by me. I erected some outbuildings, thatched the three other buildings twice over during my tenancy, set new fences and repaired old ones, spent over 80*l.* in bone manure for the pastures during the last seven

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Mr. N. WATKINS.

[Continued.]

Mr. Brynmor Jones—continued.

years, and redeemed eight or 10 acres of worthless land, but I received no compensation for any of the improvements which I effected during my tenancy. From my own case and from my knowledge of the land in this district, I say that agriculture suffers from the want of security of tenure. Farmers who may be able to afford it will not lay out their capital to improve or redeem poor or worthless land when they know they are liable to be turned out of their farms at the caprice of their landlords, as I was. From the price of agricultural produce, for the last 10 years at least, I maintain that the land cannot bear the present burden of rent, tithes, taxes, and rates, and I am strongly of opinion that the abatements made by the landlords as a matter of grace should take the form of permanent reduction as a matter of right. These constant abatements tend to undermine the independence of the farmer. Further, the farmer has in the meantime to pay rates upon the full rent.

67,943. Do you understand that?—Yes.

67,944. It is correct?—Yes.

67,945. It is your evidence?—Yes.

Mr. Richard Jones.

67,946. Who is your landlady?—Mrs. Peate.

67,947. Who was your landlady when you were at the Moat Farm?—Mrs. Price, Maes Mawr Hall, Caersws.

67,948. What is she? Is she a Nonconformist or a Churchwoman?—She is a Churchwoman.

67,949. You refused to pay the tithe as a way of protesting against the application of tithe to the support of the Established Church?—I did.

67,950. Are you in favour of the abolition of tithe?—No, I am not.

67,951. Have you ever been making speeches advocating the abolishing of tithe?—No.

67,952. Have you ever heard any other public speaker at the tithe meetings advocate the abolition of tithes?—No.

67,953. Are you in favour of a land court?—Yes, a court of some sort to give security to the tenant.

67,954. What do you think should be the functions of the court?—I have not made up my mind on that question; that there should be a court to give the tenant security that he will not be turned out for every little he does.

67,955. That is, that a tenant should be protected from anything like capricious disturbance?—Yes.

67,956. Do you think that it should be one of the functions of the court to determine the question of rent?—If the landlord and tenant failed to agree on that point there should be a court to appeal to.

Mr. Griffiths.

67,957. If I rightly understand, you not only appear for yourself, but you appear for a body of farmers assembled at a public meeting?—I

Mr. Griffiths—continued.

appear on behalf of myself personally and also in obedience to the wishes of that meeting.

67,958. Could you give us an idea as to the number of farmers that attended that meeting?—I cannot tell the exact number. Probably there may have been 50.

67,959. Had you more than one meeting?—Yes, we had two meetings.

67,960. Was the attendance as good at the last meeting as it was at the first?—Yes, it was larger.

67,961. In which way did they damage your farm by timber cutting?—They damaged the fences and the land in hauling the timber away and the breaking of the gates.

67,962. Did they haul the timber in wet weather?—They hauled them as long as they lasted in all sorts of weather.

67,963. How long did this hauling continue?—Very likely it may be for about nine months.

67,964. And you had no compensation, did you?—No, I had nothing.

67,965. Was there much timber growing on the fences?—Yes, a great deal.

67,966. Do you find that the timber growing on the fences is injurious to the land?—Yes, under some considerations.

67,967. Why do you consider that there should be a reduction of rent and not an abatement?—There are several reasons for it; the abatement is only an expression of goodwill; the fact that the tenant depends upon goodwill goes to the roots of his independency.

67,968. What other reason have you?—The tenant is obliged to pay the rates on the abatement.

67,969. But if he has a reduction the rates are also reduced, are they not?—Yes, of course.

67,970. Have you anything else to state?—No.

Mr. Brynmor Jones.

67,971. You are in Meifod parish, I see?—Yes.

67,972. Is that a Welsh speaking parish?—Yes.

67,973. Most people use the Welsh language for business purposes and for social and religious purposes?—Yes.

67,974. Are they chiefly Nonconformists?—Yes.

67,975. In regard to the dispute about tithes, are we to understand that you did not attend any gatherings to impede the execution of the legal process?—No, never.

67,976. All that you did was to refuse to pay the tithe and to allow the person entitled to the tithe to get it by distraint?—Yes.

67,977. And you did not do anything to prevent a sale and so on, taking place?—No, I did my very best to assist them to sell.

67,978. The following question is put by Mr. Vincent: "Was the public meeting at which you were delegated a good and representative meeting?"—It is sure to have been.

67,979. How many people were present?—Somewhere about 50.

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Mr. N. WATKINS.

[Continued.]

Mr. Brynmor Jones—continued.

67,980. This is also Mr. Vincent's question: "Do you agree with the last witness, that tenants cannot be got to attend public meetings?"—Yes, I entirely agree.

67,981. Where was this meeting of tenant farmers held?—In this room.

67,982. And anyone was allowed to be present?—Everyone who wished to come. The meeting had been announced in the street on the fair day.

67,983. Then you see what Mr. Vincent has put to you?—Yes.

67,984. He wants to know how you reconcile your first answer that this was a good and representative public meeting with your other answer that you agree with Mr. Griffith, the last witness?—That was not a public meeting at which speaking was to take place, but it was a public meeting to prepare the evidence to go before the Commission.

67,985. Very well, that is your explanation. However that may be, what do you think about the evidence that has been given as to many tenant farmers being afraid to come and give evidence before us?—I have no other reason more than that they are so.

The witness withdrew.

(LORD KENYON here took the chair.)

Mr. EVAN EVANS called and examined.

Lord Kenyon.

67,995. Do you give your evidence in Welsh or in English?—I will give it in English if I can.

67,996. Thank you. If you have any difficulty, will you appeal to the interpreter. Will you read your own statement, or would you like somebody to read it for you?—No, I will read it myself, and if I cannot get on well with it I shall be much obliged if you will have it read for me. I live at Gartheilin, near Llanfair. I am about 76 years of age.

67,997. Are you a tenant farmer?—No.

67,998. A freeholder?—A freeholder. I have been a tenant farmer; I know what they are.

67,999. I only wanted to describe you; you are a freeholder, holding land of your own?—Yes.

68,000. How many acres do you hold?—82 acres. I am well acquainted with the agricultural community in Montgomeryshire. In my opinion the farms are as a rule let too high, and the abatements allowed by landlords do not meet the requirements of the case. This system no doubt tends to take away any spirit of independence which farmers may have. There should also be a fixity of tenure so that farmers might have some security for the capital they lay out. I am acquainted with the parishes of Llanfair and Llanerfyl. There are numbers of small cottagers in the parish of Llanfair who have been in the habit of gathering peat from a turbary in the parish, but this privilege has been much interfered with. I recollect about 14

Mr. Richard Jones.

67,986. You are known, I believe, as the Tithe Martyr?—I am.

67,987. You are the first one who suffered martyrdom?—Yes, in North Wales.

67,988. Have you ever heard of the expression "*cynffonwyr*." What is meant by it?—It means, "mean, unprincipled people."

67,989. How do they show their want of principle?—They show that by not coming forward, by refusing to come forward.

67,990. Coming forward to what?—To show and to give evidence when the evidence is required.

67,991. Would that be your definition of "*cynffonwyr*."?—Yes, I think so.

67,992. Is it not regarded as meaning a tale-bearer to the landlord?—It may be taken in that light.

67,993. Do you know of any of that class?—Yes, I have seen some of them.

67,994. Would you say that there are many of them in this neighbourhood?—They are not very frequent here.

Lord Kenyon—continued.

years ago a case of great hardship. There was a small turbary in the township of Llanfair about 18 acres, Gwynanog. Every house in the township of Gwynanog had a small plot from which to get peat. This had been used ever since I can remember it. It no doubt existed for many hundred years. It was, however, fenced in by the late Lord Powis, who was an extensive landowner in Montgomeryshire. It was fenced in by him, I believe, as lord of the manor, and the poor people were deprived of getting their peat. He let the turbary to a tenant of his, named John Thomas, of Tynrhyd. After this had been fenced in, I one day met a little girl, the daughter of a poor cottager, who was crying. Upon interrogating her as to where she had been, she told me she had been to the turbary to get some rushes to make candles as they had no light at her home. I noticed she had no rushes with her at the time, and on inquiring how it was, she informed me that John Thomas had met her and asked her where she had got them, and when she told him she had them from the turbary, he took them from her and threw them into the air. So the poor little girl returned home without anything to make a light. I felt that there was a grievance here, and I summoned the inhabitants of the township together and we arranged to go and pull up this fence which we did. I think the number of us would be about 20. It was re-fenced in about three weeks or a month, and a notice put up that whoever interfered with the fence again

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[Continued.]

Lord Kenyon—continued.

would be punished to the utmost rigour of the law. The inhabitants of the township again met and we again removed the fence. The utmost rigour of the law has not up to this date been put in force, nor has the fence been put up again. The following painful story may be of use to the Commissioners. About 33 years ago I had a workman with me whose family had lived at a place called Tynycoed, under Lord Powis for many years and he was anxious to reside there. The place is about 16 acres. He left me to go to reside at this little place. There was an old dilapidated house, and as Lord Powis does not build except for large tenants, this man built a very nice little cottage at his own expense on this little place, which cost, to my knowledge, about 100*l*. He died there in about two or three years, I should say, leaving a widow and some children. The widow remained there some time and eventually married a second time. They lived there a short time only, and left for some cause; I do not know what. The little holding was then attached by Lord Powis to a place called Tynrhyd, a large farm adjoining. It is to this day let with that place. The second husband died and the widow is now alive, I believe, and her age is somewhere about 70. She is, to my knowledge, in straitened circumstances, and the money that she ought to have is all laid up at this little place, which stands to this day. No compensation was ever given to anybody for the building. There are very many small places in our township belonging to Lord Powis, but he never builds or does anything in the way of repairs except on the farms above 20 acres. Many small holders build places themselves and so cripple themselves that they never are able to get out of financial difficulty. Lord Powis lets numbers of these small places at low rentals, the poor persons doing the building and he reaping the benefit of their labours and expenditure. The population of our township as compared with the time when I was a boy has decreased to about half, I should think, and the land once occupied by them has been added to large farms. In my opinion Wales would be much benefited if light railways were constructed in the agricultural districts, such as the district of Llanfair, Cann Office, Meifod, Garthbeibio, &c. It would increase the value of property, tend to increase the population, and would no doubt make the country in a much better condition than it is at present.

68,001. Do you know the date when Lord Powis enclosed this turbary?—I cannot say exactly the date. It would be somewhere about 14 years ago. Mr. Newell was the agent then.

68,002. Are the cottagers now in the habit of getting their peat there?—There are some who do. It is getting very boggy now, and it sinks very much.

68,003. How many acres would this turbary be?—18 acres.

68,004. It is only a small place?—The inhabitants of the township, ever since I remember, when it is a wet harvest cut rushes and cut

Lord Kenyon—continued.

fegs, and poor cottagers take the fegs to put under the pigs, and it is a great loss to lose it, but before it was fenced up they were warned not to cut any more rushes or any more fegs.

68,005. You do not know whether that widow you mentioned received any compensation for the house her husband had built, do you?—I know she has not saved a halfpenny.

68,006. You know she did not get anything for the house?—No, and she lives not very far from here; in very straitened circumstances too.

68,007. How long did she and her husband have it after they built the house?—Her first husband that built the house did not live long, about two or three years.

68,008. But you say the widow remained there some time and then married again. Do you know how long she remained there?—For two or three years before she was married again.

68,009. No more than that?—No, no more.

68,010. What was the second husband? Was he a labourer?—He was a small farmer, and when he came there he was not satisfied with the place.

68,011. It was not big enough for him?—No, he left and went to a larger farm.

Mr. Brynmor Jones.

68,012. When did you acquire your present holding; when did you buy it?—Really, I cannot say. I bought it when I was at Smith, Payne, and Smith's, in London. I had been there for nine years and I bought it at that time. I was not in this country then.

68,013. But were you a tenant farmer yourself?—I was obliged to leave London after remaining there for nine years because I lost my health, and I came down here and I settled at first in my own farm. Afterwards I took a larger farm thinking I could do with a larger one.

68,014. What was the name of that farm which you took as a tenant?—Gwaenynog. It was my brother's farm.

68,015. How long did you farm that?—I farmed it for eight years, and it was the worst time that I have ever seen in farming since I remember.

68,016. Then you gave it up?—I gave it up, and went to live at my own place afterwards.

68,017. How do you find things now in this part of the country; are farmers in considerable difficulties?—Well, I should say they are; they complain very much, but I do not see any reason, so far as my own judgment goes, for what they have to complain of. I think there is a good deal of neglect on the part of the farmers, and I do not consider that there is so much reason for it as there was 40 or 50 years ago, when I was farming myself. I came over here with the full intent to live and to gain an independence, and I succeeded in doing so, but I do not see the farmers now exerting themselves to the extent that they did at that time. There are a few exceptions I admit.

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Mr. E. EVANS.

[Continued.]

Mr. Brynmor Jones—continued.

68,018. You think, I suppose, that the time that you spent in London was of great advantage to you?—No, I did not think it was of any advantage; but it was of advantage to come to the country to gain my health again.

Mr. Brynmor Jones.

There are many questions I should like to ask you, but our list of witnesses is so long that I think I will stop there.

Mr. Griffiths.

68,019. Do you think this neighbourhood would produce more if the farmers had fixity of tenure?—Farming, in my opinion, is not carried on to the extent it ought to be. In this country now there is not half the labour and exertion done that was done 40 or 50 years ago.

68,020. For what reason do you say that is so?—I cannot say exactly. I think it has a good deal to do with these abatements; farms ought to be reduced in rent, and the tenants should not expect any abatements. I think that is a great evil in the country among farmers; that is my opinion about it.

68,021. Who was this John Thomas that you spoke of?—A tenant of Earl Powis.

68,022. Did the inhabitants feel indignant when this common was enclosed?—Yes, quite so.

68,023. They thought it was infringing upon their rights?—They did think so, of course.

68,024. And they had some reason for thinking so too, had they not?—Yes.

68,025. They took down the fence again, and it has remained so ever since?—Well, there is no fence now.

68,026. Have the cottagers a right now to go upon the common as they used to?—Yes.

68,027. Do you know whether there was any application made for compensation for that building where the tenant had spent 100l.?—I do not believe there ever was. The people were poor, and I do not think there was ever any application.

68,028. What has been the cause of the decrease in the population in this district?—A great many small farms have been put to large farms, and there is not half the labour done now in the country as there used to be 40 years ago.

68,029. Do not many of the labourers emigrate?—A great many to the south.

68,030. They go to the mining districts?—To the works, and so on.

68,031. Do you agree with this which was stated before the Royal Commission on Labour on the 29th of October 1891, "The miners themselves ask the Legislature to prohibit men " from cutting coal unless they have passed " a proper examination in experience and " efficiency; he also complained that at the " present time fully 25 per cent. of the total " mining labour in his district was unskilled. " One purely local reason why the drain of men " from Montgomeryshire has been greater than " might be expected is to be found in the fact " that the late D. Davies, of Llandinam, in this " county (some time M.P. for Cardigan), was in " the habit of taking large gangs of workmen

Mr. Griffiths—continued.

" from the county for railway construction, and " subsequently for colliery work in South Wales." Do you believe that?—Well, I do not know really what he did in Llandinam; I am a stranger to that side.

68,032. It is rather to the south?—Yes, but it did not affect this part of the country so much.

Mr. Richard Jones.

68,033. You are a county councillor?—Yes.

68,034. And chairman of the board of guardians of Llanfyllin Union?—Yes.

68,035. I have one or two questions to ask you: Do I understand you to say that the farmers of the present day are not so skilful and industrious as the farmers of 30 or 40 years ago?—I cannot say exactly for their industry, but they do not keep one-third of the men that they kept then. Therefore, they are not able to do so much upon the farm as they did then—that is what I say.

68,036. Do you know what is the reason that they do not employ labour. Have you ever thought of it?—I do not know; there are several reasons, I believe.

68,037. What are they?—The first thing is want of capital, and perhaps they cannot get labour very easily in these days.

68,038. Labourers are scarce?—Yes, they are scarce nowadays and that might have something to do with it, perhaps.

68,039. Is there any other reason?—I myself think that farming effectually would pay well; that is my opinion.

68,040. What do you mean by saying that farming would pay; do you mean cultivating the soil?—Yes, cultivating the soil and manuring it.

68,041. But has not the price of wheat gone down tremendously to what it was 40 years ago, and is there not more land laid down to grass, and is not the reason of that fact that more labour is not employed on the land?—Well, I do not know that the price of corn has gone down so much in 40 years. I remember when I was commencing farming that it was only 18s. a bag then.

68,042. For how long was it 18s. a bag?—For some years then. There were eight years of the worst time that I have ever seen for farmers at that time.

68,043. At what period was it?—Forty-five years ago. That is somewhere near the mark.

68,044. About the year 1850; but we may take it that wheat has been very low now for some years?—Yes, it has been very low.

68,045. And there is no prospect of it rising in price, is there?—No.

68,046. Not when we have such a tremendous importation, and are likely to have that importation?—Yes, I daresay we shall have it. If farmers would get a good crop, I consider it would pay them well as it is. They might not sell it, but they could feed their stock with it and so on—there are many ways of employing it.

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[Continued.]

Mr. Richard Jones—continued.

68,047. But do you not think it is cheaper to buy it than to cultivate it?—No, I do not think so indeed.

68,048. That is with labour so dear as it is?—Well, I cannot say—no, I do not believe so. If they were to cultivate and get a good crop it would pay right well as it is; it would pay in many ways.

68,049. I must say your opinion differs from that of most of the witnesses that have been before us. They say it pays a farmer better to lay land down in grass, and to raise stock owing to the high price of labour and the low price of wheat?—Yes, but still there are two sides to that; if you lay down the land in grass it will not answer in this country unless you manure it—it is not fertile enough.

68,050. Manure is very cheap now?—Yes, it is cheap.

68,051. Very cheap?—Well, it is cheap: you cannot buy the best bones now under 7*l.* a ton.

68,052. You can get basic slag for 2*l.* 7*s.* 6*d.* a ton?—I do not say anything about the manures myself.

68,053. And very good manure it is, as I know from experience?—Yes. Is it a lasting manure. Would you give us your word that it would be a lasting manure?

Mr. Richard Jones.

Of course I do not say that it is as lasting as bone.

Lord Kenyon.

68,054. It has only been tried for a few years yet?—Yes.

68,055. I see you are an advocate of light railways?—Yes, I am very much. I think they would be a benefit to the country, and I believe that they would be the greatest boon that we could get in this part of the country.

68,056. You want to bring the markets a bit nearer to the farmers?—Yes. Manure, coal and lime and everything is so far off; it would take a day and night from the time you send a team from the stables till the load comes back to the house.

68,057. You are not afraid of the railways bringing foreign corn or foreign stuff to compete with farmers in this neighbourhood?—No, I am

The witness withdrew.

Mr. JOSEPH RICHARDS, called and examined.

Lord Kenyon.

68,069. You are Mr. Joseph Richards of Lower Hall, Meifod?—Yes.

68,070. Have you a statement of your evidence?—Yes.

68,071. Will you read it yourself, or would you wish to have it read?—I should prefer to have it read, please.

[The following statement of the witness was then read.]

The evidence of Mr. Joseph Richards, Lower Hall, Meifod, Welshpool. I am a farmer, living at Lower

Lord Kenyon—continued.

not. I know that if we could get the railways it would be of great advantage to this country.

68,058. I hope that we may be able to suggest something of that sort, and perhaps the Government will consider it?—Yes. Perhaps the greatest benefit we could have in this country would be to have a railway, so as to get produce conveniently.

Mr. Richard Jones.

68,059. Did you, years ago, apply to Lord Powis or his agents for Llymystyn Farm, and were you refused because you would not promise to go to church?—Yes.

68,060. Was the place afterwards let to a churchman?—Yes, it was let to a person that went to church—for nothing else, I believe.

68,061. That person went to church after?—Yes. I remember that I went to the castle and I applied to Mr. Newell, who was the agent then, for Llymystyn, and he inquired about several things and asked me who would be my security. I said, my brother. We had arranged everything, and he asked me afterwards if I would attend church. “No, I would not attend church,” said I. “Well, then, you cannot get Llymystyn,” and then he shut the book. That was all that took place.

Lord Kenyon.

68,062–3. I see you are also one of the few who have been to the town and come back to the country?—Yes.

68,064. Mr. Vincent asks you three questions: “Please name the man who built on Lord Powis’ estate, the house afterwards attached to Tynrhyd? What was the house called?”—It was not attached to Tynrhyd then.

68,065. No, afterwards attached to Tynrhyd?—Tyncoed was the house.

68,066. And what was the man’s name?—John Davies, and his father before him—John Davies too.

68,067. Mr. Vincent asks: “Prices of stock have been going up of late, have they not?” This last year, I suppose he means?—The last six months they have, very likely.

68,068. He also wishes to know: “How long ago did you apply for this farm of Lord Powis?”—It is 34 years ago, I daresay.

Hall, Meifod. I have had a considerable experience in farming. It is my opinion that farming has deteriorated. The causes of this are: (1.) The real inability to purchase manure, pay for labour and the other expenses connected with the farm. (2.) A real and painful sense of the insecurity of tenure. It is my opinion that a good farmer suffers more from this insecurity than a poor one. I have found that the better a farmer is the more inclination there is on the part of the landlord to advance his rent in good times, and that in bad times he is the last one to have his rent reduced.

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Mr. J. RICHARDS.

[Continued.]

Lord Kenyon—continued.

This is for the reason that the landlord has no objection to have a good farm on his hands, as he has no difficulty in re-letting it. In support of this I can give my own case. A neighbour of mine, not a very good farmer, gave notice to quit in order to obtain a reduction in his rent. No one applied for the farm, and the landlord was obliged to meet the tenant. Soon after this occurred I told the tenant that it was my intention to give notice to quit also. The neighbour persuaded me not to do so, stating at the same time that he knew parties who would take my farm at once. He added that the same people would not care to take his farm, but that there would be a run for mine.

The bane of agricultural legislation I consider is the fact that it does not properly encourage good farmers by giving them security of tenure. I consider that the improvements made by a farmer should be his own. At present they become the landlords'. The estate of which my farm forms part was in the market for some years. During that time it was not to be expected that a farmer would spend money and brains on the land which might pass at any time into a new landlord's possession.

68,072. That is all your evidence?—Yes.

68,073. I suppose you would want complete and satisfactory compensation for all improvements?—Yes, my lord.

68,074. Would that meet your case?—Yes, in one sense it would, but of course there must be some way of getting at that.

68,075. By some satisfactory means of arbitration?—Yes.

Sir John Llewelyn.

68,076. Do you know the Agricultural Holdings Act?—I have heard of it.

68,077. Have you not studied it?—Not very much.

68,078. But you think it was an attempt, at all events, by Government to help the farmers?—Yes, no doubt, but it did not seem to work at all. I have seen a person try it.

68,079. You think it does not work well?—I have seen it tried to be put into work, but it did not work in that case.

68,080. What is the reason you think it does not work?—Really, I have not studied it. I put it on one side as never likely to come to anything.

Lord Kenyon.

68,081. It is too expensive, is that it?—Well, that may be something, I daresay, but I did not study it very much, because I saw it was not workable.

68,082. With regard to security of tenure, are there any farms held upon leases in your neighbourhood?—No, I do not remember; I do not suppose there is one in the parish that I am aware of.

68,083. Have any been asked for?—Not that I know of.

Lord Kenyon—continued.

68,084. That would be a form of security of tenure, would it not?—Yes, it would, but I do not know whether it would work at the present time. Prices have gone down so very low. Barley is rather better just now, I think. I was told yesterday morning at market that a farmer was offered 9s. a bag for his wheat, and splendid wheat it was, too. That was according to 18s. a quarter.

68,085. Is there much wheat grown in this country?—Oh, yes, but less now than usual. It is not exactly a wheat country.

68,086. Is it grown purposely for the market, or for the farmer's own home use?—They use it chiefly now. There is nothing to be got for it.

68,087. It is not an important part of the staple industry of this country, is it?—Well, it used to be; we used to grow a great deal more formerly than we do now.

68,088. Probably that is because you find the grass land pays the best?—Yes.

Professor Rhys.

68,089. Have the tithe troubles subsided in your neighbourhood? There used to be difficulties about the tithes, I think—*degwm*?—Well, I do not know.

68,090. Had you not some trouble about the tithes in your neighbourhood?—Well, not now.

68,091. Have those difficulties subsided?—Yes.

68,092. In what way did you get over that trouble?—Well, we let it drop and of course there is a difference in the way of paying tithe. The landlord has to pay it now. It has gone out of our hands.

68,093. But do you practically pay the tithes now?—I pay it in the rent now.

68,094. You consider, I suppose, like most other farmers in the country that it is a time of depression?—Yes.

68,095. Can the present rents be maintained, do you think?—No.

68,096. What remedy have you thought of?—Lowering them.

68,097. Lowering the rents?—Yes.

68,098. Anything else?—Well, I think the farmer can do a little to meet that by having compensation for his improvements and levelling the land up, and the landlords meeting the tenants. I think they both could do it pretty well. Certainly the landlord would have to lower his rent, and the farmer, if he had security for his holding, might improve his land and meet the landlord.

68,099. Does the farmer improve his land at present, do you think?—He cannot do it; it is impossible to do it under the present circumstances. It is a very dear course. It requires a great deal of manure for one thing, if it is to be improved, and the labour now has gone so high it makes it more expensive.

68,100. We were told yesterday that it would be a good thing if there was a duty put on things imported. What do you say as to

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Mr. J. RICHARDS.

[Continued.]

Professor Rhys—continued.

that?—I do not think anything at all about it; it cannot be done, I believe, unless we create a revolution.

68,101. But no duty on corn?—No.

68,102. Do you think that labelling foreign meat would help you at all if that was made compulsory?—It might. I do not know; I believe it would be a good thing.

68,103. Now with regard to light railways. I do not think you have suggested any district. Where would you say a light railway was wanted, for instance, in this country?—From Fourcrosses or Llansaintffraid to Llanfair. I think it would answer a very good purpose. We have from Meifod about six miles to the station, and when we go above here, 14 or 15 miles, or more than that.

68,104. The present railways do not manage to open up your county sufficiently?—No, they go one on both sides.

68,105. Would the light railways here be very expensive to construct, do you think?—It would depend on what the landlords asked for the land for one thing. If they gave the land perhaps they might be made very cheap.

68,106. I quite agree; but has the thing ever been mooted. Has it ever been ascertained what the landlords, the chief owners, would do?—They have been trying to have a line from Welshpool to Llanfair. I do not know how it dropped. They could tell you more about that than I can.

68,107. From here you mean?—Yes, from here to Welshpool.

68,108. You say "they." I do not understand who exactly?—The Llanfair people.

68,109. The Llanfair people have been trying?—The Llanfair people can tell you more about it than I can.

68,110. Do you know if the landlords were then sounded as to the land?—I think if you asked those questions of our friends in Llanfair they would be more likely to answer.

68,111. What is the language of the people generally about you—Welsh or English?—In Meifod do you mean?

68,112. Yes?—In the village, the children—a great many of them—are English, and there are English parents about the parish. The farmers are principally Welsh.

68,113. Where have those English parents come from; has there been a settlement there?—Well, there have been marriages. It is through marriages. Young men have married English girls who have come to the halls about, or something of that kind.

68,114. But the language of the people about you is mostly Welsh?—Yes.

68,115. But you have no great difficulty on the score of language with regard to your agents and the landlords, have you?—Oh no, not at all.

Mr. Richard Jones.

68,116. Do you think the rents are likely to come down to the level of prices without the interference of the State?—It depends upon the temper of the landlords a great deal, whether they see it. They must come down, and I hope

Mr. Richard Jones—continued.

they will not keep up very much longer, because there are a great many farmers now upon their last legs as we say, and I am afraid they will not last very long.

68,117. Do you think that rents are likely to come down as long as there is such a demand for farms?—Well, that is very likely indeed. There is too much, but it will be less by and by. I almost think that the labourers' children will be the farmers before very long, and the farmers' children will be the labourers; there will be a turn. The labourers' children have schooling, they send their children to school.

68,118. Do not the farmers send their children to school?—I am sorry to say not, if they are a distance from the school; they put them to work on the farm as soon as they can do anything.

68,119. Yes, but they are obliged to send them to school?—If they are a distance from school—

68,120. I mean if they are within two miles at any rate?—There are some more than that, and there are others that are within two miles that do not send them regularly to school, especially at harvest time, and so on.

68,121. But have you not an attendance-officer who looks after them, or a School Board officer of some kind that looks after them?—Well, I do not know, they do not seem to do very much, I think.

68,122. Would you say that farmers are on the brink of ruin?—They are on the way very fast.

68,123. How do you propose to have the rents down then. You say the farmers cannot pay unless they have the rents reduced?—I think I must refer you to Mr. Gee's evidence at Denbigh.

68,124. You support everything that Mr. Gee said?—I believe his statement as to the state of the farmers now is very correct. Certainly it is a very gloomy one, but it seems to me to be very near the mark, and also I believe in his remedy. I believe in—well, you may call it what you like—a land court, or a court of arbitration, or something of that kind.

68,125. Judicial rents?—Yes, I believe the very existence of such a thing would have an influence.

68,126. It would have a great moral influence?—Indirectly it would do even more than directly. Take Ireland for example. Thousands of landlords, agents, and tenants agreed about their farms, and did not go to the land court, and I do not think that one-tenth of the landlords and tenants would go to the court if it were established here.

68,127. You think that the very establishment of a land court would strengthen the tenants to treat with the landlords for farms?—Certainly.

Sir John Llewelyn.

68,128. I did not quite understand your answer to Mr. Richard Jones just now, whether you agreed with all that Mr. Gee said?—I agree with two things, the state of agriculture and the remedy. I did not name anything else.

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Mr. D. DAVIES.

[Continued.]

Sir John Llewelyn—continued.

68,129. Do you also agree with him that it is equally applicable to England and Wales?—Well, the English people can do what they like,

The witness withdrew.

Mr. DAVID DAVIES, of Allt, called and examined through an Interpreter.

Lord Kenyon.

68,130. You give your evidence in Welsh, I think?—Yes.

68,131. Are you satisfied that your evidence is correct?—Yes.

68,132. It has been translated to you and you are satisfied with the translation?—Yes.

[The statement of the witness was then read as follows.]

The evidence of Mr. David Davies, of Allt, Llangadfan. I am 63 years of age. I have lived in Llangadfan parish all my life. A place called Fronhaul was enclosed from the common near Garthbeibio by my grandfather, who also built a house on it. Lord Powis claimed chief rent, which my grandfather refused to pay. Lord Powis' men came and took our clock for the money. My grandfather, fearing a repetition of this, agreed to pay 5s. a-year. In my father's time the house had come into a bad state, and he rebuilt part of the house and enclosed a little more of the land and cultivated it. This enclosure of land had been in my father's possession for 50 years at least, and nobody asked him for rent. I built a new house myself where the old house stood; when I and my father were away Lord Powis took possession of the house. I saw the agent at Cann Office about it. He said we should have the land, but they wanted and would keep the house. There was a workman of Lord Powis' put into the house. I went to Dinas Mawddwy to live. I came to the place at harvest time and cut the hay. Afterwards when I went away Lord Powis' men came and carried the hay away to Lord Powis' sub-agent's field at Tynewydd. I had no hay that season. The land is now let with the house I built, and is entirely in the possession of Lord Powis.

Professor Rhys.

68,133. How much land is this?—They used to reckon the part which was first enclosed about 1½ acres, it has never been measured.

68,134. How much was the new piece?—The new piece was somewhere about a quarter of an acre, not much more.

Sir John Llewelyn.

68,135. How long ago was this?—Since the last piece was enclosed?

68,136. No, I mean since you left the place?—It is upwards of 20 years since I left.

68,137. It was a question of title?—The last piece enclosed was what my father had enclosed, and had occupied for 50 years without paying any rent for it.

Sir John Llewelyn—continued.

we do not wish to domineer over them, and we should not wish them to domineer over us.

Sir John Llewelyn—continued.

68,138. Up to 20 years ago?—Sure to be.

68,139. Were there any legal proceedings taken in the case at all?—I cannot be sure of the time.

68,140. I did not mean to fix you precisely to 20 years, but it was about that time, was it?—I remember it being enclosed, and I am now 63.

68,141. But what was the time you left the place. I do not want to fix you to a year or two, I only wish to know approximately. You think it is somewhere about 20 years since you left the place?—They have taken it somewhere about 12 or 13 years.

68,142. Were any legal proceedings taken?—A paper was stuck on a stick in the field, neither my father nor myself saw it.

68,143. What was the nature of that paper. I suppose you heard about it?—I heard, yes.

68,144. What do you think the nature of that paper was?—I cannot say. I did not see it. I do not know what the nature of it was, but I heard that such a paper was put up.

68,145. Did you take any proceedings to protect yourself?—No more than to try and have a talk with the agent, Mr. Newell.

68,146. Did you get a talk with the agent?—Yes.

68,147. What was the result of that?—With the result that I lost it. My father handed a letter to Lord Powis personally, and he said he would look into the matter, but we never heard anything about it.

68,148. But you took no legal proceedings to protect yourself?—Lord Powis was stronger than I. I did not take any legal proceedings.

Mr. Brynmor Jones.

68,149. I do not see why you should not take proceedings to protect yourself. As I understand, your father and you were in possession of the cottage?—That is the course I should have taken, but my father was not willing for me to do so.

68,150. You say, "When I and my father were away, Lord Powis took possession of the house," how long were you away?—I lived near Dinas Mawddwy under Mr. Wynne of Peniarth. My father came there to me after the death of my mother.

68,151. Who was left in the house?—My sister was left there. My sister's mother-in-law died, and she went to live with her father-in-law.

68,152. Very likely, but my question is, who was in the house when they were away? Who were the tenants of the house?—There was no

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[Continued.]

Mr. Brynmor Jones—continued.

one at the time when the house was taken; they took the house.

68,153. Are you aware whether or not your father or anyone of the persons who had been in possession of the house was served with a county court summons, or a summons before the justices?—Not at all.

68,154. It seems rather odd. I should have supposed but for what we heard yesterday that there must have been some legal proceedings under the Act of Parliament for the recovery of deserted tenements. There we had a case of an agent taking forcible possession. Therefore I will ask you this question. Have you heard of any other instances in which the agent on the Powis estate has taken possession of cottages without taking the proceedings pointed out by the law?—He has taken many. I do not know how, but I know how he took ours. There was no law yonder. Several similar small holdings to ours have gone. These are the names of the different cottages. [*Handing list.*]

Lord Kenyon.

68,155. Are there any other encroachments on this common near yours?—Yes, there are many, that is a list of several encroachments.

68,156. What is the name of this common?—The common on which our place is is called Fron Garthbeibio.

68,157. Were these all on the same common?—Those are not on the same common, those are in Llangadfan.

68,158. Were there any other encroachments on that same common?—Oh, yes, many. You will hear of that from some other witnesses.

Sir John Llewelyn.

68,159. As a matter of fact there was a paper placed upon the premises?—I heard that.

68,160. It was too suspicious a paper to meddle with?—I never knew anything at all about it until it had gone. We did not see it.

The witness withdrew.

Adjourned for a short time.

Mr. EVAN LLOYD called and examined through an Interpreter.

Lord Kenyon.

68,172. You are Mr. Evan Lloyd, of Gwrlas, Garthbeibio?—Yes.

68,173. Do you give your evidence in English or in Welsh?—In Welsh.

68,174. Is this your statement, and has it been translated to you?—Yes.

68,175. And you are quite satisfied that the translation is correct?—Yes.

Professor Rhys.

68,161. I should like to ask a question on that. I doubt whether you understood what was put to you. Where was the paper put?—On a stick in a field.

68,162. One paper only on one stick?—I do not know whether a paper was put up in two places. It was on the piece enclosed by my father.

68,163. Was there one left at the house or near the house?—We received none, neither did we see one.

68,164. How did you hear of it?—People were telling me. My next door neighbours told us. I have nothing more to say.

Sir John Llewelyn.

68,165. You were not in the house at that time?—I was at that time near Dinas Mawddwy.

68,166. And your father?—My father was with me, that was 12 miles away.

68,167. And your sister?—My sister had then gone to her father-in-law, and had taken the key with her. Her father-in-law took the key and handed it to Lord Powis' agent.

Lord Kenyon.

68,168. Had the parishioners a right of pasturage or turbary over this common?—It was for the use of the parishioners.

68,169. I have three questions by Mr. Vincent: "When the interpreter failed to hear you just now, did you not say something about receipts?"—I have the first and last receipt, from the first amount paid by my mother's father, to the last amount that was paid by my father.

68,170. "Do you happen to know what the name of the present tenant is? I ask merely that I may trace the case."—She is John Hughes' widow. He was a sawyer in the employ of Lord Powis.

68,171. "What was the house and place called?"—Fronhaul.

Re-examine
75,089

[The following statement of the witness was read.]

The evidence of Mr. Evan Lloyd, Gwrlas, Garthbeibio. I live at Gwrlas. I am 60 years of age. I was born at Gwrlas, and my father was born there also. I am well acquainted with the district for many miles round.

Consolidations: A great number of small holdings in Garthbeibio have been consolidated or joined to other places. The following is a list of some of them:—

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Mr. E. LLOYD.

[Continued.]

Name of Holdings consolidated.	Names of Tenants.	Acreage	No. of Cattle kept.	Joined to.
Penybont	Robert Roberts	25	3	Tynllan.
Haulfron	Doret Morris	4	1	Caergo.
Pentremawr	David Hughes	70	5	Pentrebach.
Penbryn	John Evans	20	3	Do.
Pandg	Evan Evans	25	3	Bryncoch.
Twrch	John Ellis	30	4	Penycoed.
Lluastygroes	David Corbett	15	2	Penantwreh, Ciddig.
Llechog	William Morris	60	6	Llanfihangel.
Cernau	William Morris	90	7	Do.
Moelwyntrwch	Unoccupied	400	—	Do.
Bryngwigfa	Gwen Lloyd	20	3	Wernfach.
Bryngrych	Evan Evans	15	2	Do.
Nantysaeson	Richard Williams	40	4	Nantydugoed.
Waenfach	William Williams	6	1	Llechwedd-newydd.
Tynant	Simon Lloyd	60	4	Do.
Tynbrynle	Hugh Jones	2	1	Llertai.
Factri	Humphrey Jones	2	1	Wern.
Braichgolau	Evan Lloyd	20	3	Do.
Tanyfron Gate	Ann Roberts	2	1	Tanyfron or Common land.
Llwynygog	Thomas Evans	2	1	Pantglas.
Refel	Mary Evans	6	2	Pantwern.

A great number of small holdings in Llangadfan have been consolidated or joined to other places

The following is a list of some of them :—

Name of Holdings consolidated.	Names of Tenants.	Acreage	No. of Cattle kept.	Joined to.
Tynyffridd	John Jones	4	1	Maesyllhymystyn.
Llwyn	Evan Evans	60	7	Do.
Llergell	Richard Jones	50	5	Do.
Tycoch	Morris Evans	20	3	Tynyfedw.
Lletymawr	Robert Jones	30	4	Lletybach.
Pantyllwyfen	John Evans	4	1	Caenant.
Glanodwydd	Robert Morgan	10	2	Brynygro.
Fridd	David Jones	3	1	Do.
Waen	Evan Jenkins	3	1	Brynderwen.
Llwynrwynd	Thomas Jones	10	2	Haelfron.
Dolhoedliw	— Owens	31	4	Do.
Llwyniolyn	Robert Rees	25	4	Brynceyrch.
Talyarn	David Thomas	25	4	Bwlch.
Dolypobill	John Humphreys	60	7	Do.
Pare	Jane Morris	100	8	Cann Office.
Gwylfryn	Edward Jones	30	3	Do.
Nantyrhelig	Hywel Shon	1,000	7	Do.
Llyfriniog	Jane Williams	60	7	Tyhwntyrpar.
Brondybur	-	60	6	Blowtee.
Cryngal	William Williams	80	6	Twlyrhwhch.
Cafnebach	Evan Jones	40	5	Cefne.
Talwr	William Owen	100	8	Brynywaedden.
Llwydcoedfach	Evan Jones	20	3	Llwydcoed.
Tygywn	David Williams	20	3	Llettypiod.
Glanrafon	Edward Davies	30	3	Do.
Llettyderyn	Joseph Morris	200	5	Gwaenyndy.
Tanyrallt	Evan Lewis	8	2	Melingraig.

Name of Holdings consolidated.	Names of Tenants.	Acreage	No. of Cattle kept.	Joined to.
Tynant	Lowry Williams	70	6	Pantyradynog.
Blaendynant	Lewis Evans	70	5	Caerprenpas.
Tyrfel	Edward Lloyd	50	3	Tyddynambo.
Tanyfoel	Thomas Edwards	100	8	Maesdyfnant.
Rhydyrdan	Ellis Morris	30	4	Rhydyrdan.
Cefncoch	John Morris	50	6	Blaencowne.

The following are some of the places in Garthbeibio which were taken by Lord Powis from the poor people :—

Name.	Acreage.	Name.	Acreage.
Tanyfron	(1 cow.)	Caegof	(4 to 5 acres.)
Frongoch	(1 cow.)	Fronhaul	(2 acres.)
Pantglas	(1½ acres.)	Fronlasfach	(3 acres.)
Llwynygog	(2 acres.)	Pantywn	(2 acres.)
Pantgwyn	(House and garden.)	Henefail	(6 acres.)
Tynewydd	(Including Lord Powis' timber yard, 5 acres.)	New Inn	(3 acres.)
Brynpistill	(House and garden.)	Fronhelig	(House and garden.)
Portion of Tynllan.	(½ an acre.)	Brynglas	(House and garden.)
Penybont	(2 acres.)		

Within 10 years two acres or thereabouts have been added to the place called Penybont. The land has all been fenced in with wire fences, and quick has been set. Lord Powis supplied wire fences and quick. From four to five acres have been added to Caegof, and this land has also been fenced in with wire fencing, and quick has been set. Lord Powis supplied all. The poor people who lived in these places built their little dwellings and erected buildings and cultivated the common land. Lord Powis' agents compelled these people to make some acknowledgment to the lord of the manor. Some of the people 1s., some more. After these acknowledgments were made, the rents of these little places were advanced by Lord Powis. One man named John Foulkes, who lived at Fronwen, in Llangadfan parish, refused to pay any acknowledgment to Lord Powis, and in consequence of this they threatened and I believe, actually, took away some relief which he received from the parish. When his wife found that this coercion was applied she persuaded her husband to allow her to pay the lord of the manor some acknowledgment. A number of these small holdings have been allowed to fall into decay. A common called the Fron Common has thus been enclosed partially, and appropriated by Lord Powis. In consequence of this those who had a right to turn sheep out on to this common have been much injured, as they cannot keep as many sheep as formerly.

Mynydd Common: There is a piece called Dolgualiau, which was enclosed by a person named Evan Ellis, about three acres of it, and it was cultivated by him. He was induced to pay 2s. 6d. as an acknowledgment to Lord Powis. Within the last 10 years Lord Powis or his

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Mr. E. LLOYD.

[Continued.]

Lord Kenyon—continued.

agent, Mr. Addie, took possession of this place and added it to Pennant Farm.

Water: There were formerly two excellent wells of water on the Garthbeibio Commons. Some few years ago one of these wells, together with a piece of land, were enclosed. There was a very strong feeling in the district about this, and Lord Powis acted very wisely in causing the fences to be pulled down. But now the two wells are covered over and pipes have been laid from them by Lord Powis to supply water to Tynllan and Tynewydd. These two farms belong to Lord Powis. One of Lord Powis' sub-agents lives at Tynewydd.

68,176. What was the date of this encroachment on the common?—Do you mean the encroachment by Mr. Addie.

68,177. What was the date at which these people built houses on the common?—It is very hard to say. Some were built during the last 10 or 12 years, some were built about 50 years ago.

68,178. It had been going on for the last 50 years up to 10 years ago, is that it?—Yes.

68,179. Do you know whether at the time they were built there was any warning given to the people that were building, that they were encroaching?—There was a discontent on our part with the clergyman, but it would have been no use for us to go against it.

68,180. I do not think you understand my question. I want to know whether Lord Powis' agent at the time these people were building told them that they were doing so at their own risk?—I did not hear that he did.

68,181. Not even those within the last 10 years?—I did not hear any talk about it if they ever did.

Mr. Griffiths.

68,182. All these consolidations that you have given us a list of, were they on common land?—Not all.

68,183. Some of them only?—Part of them only. Some of them were part of the common.

68,184. How then do you give the number of cattle grazing upon them?—The object was in order to know what stock such a place would keep.

68,185. Do the poor people doubt Lord Powis' title to this land?—They did at the first, but they have now yielded.

68,186. How could Lord Powis take away the relief the poor man had from the parish?—Because he got the guardians to side with him to take his part.

68,187. Were the guardians of the parish his tenants?—I do not know that, because it took place about 40 or 50 years ago.

68,188. Then you think he had influence over them to make them do what he pleased?—I believe he had.

68,189. This water from the common was taken from Tynllan and Tynewydd. Were they two farms?—One is a public house, the other is a timber yard of Lord Powis.

Mr. Griffiths—continued.

68,190. Is there any access now to this water? It is all closed.

68,191. All the water runs into the pipes?—Yes.

Mr. Brynmor Jones.

68,192. You have been speaking about Garthbeibio parish?—Yes.

68,193. Do you know much of the other parishes round about?—I know about Llangadfan.

68,194. I think we have had evidence about that upon the point that I was going to question you about. Do you know Llanwddyn?—Yes, some, but not much.

68,195. Do the people there habitually use the Welsh language?—Yes.

68,196. How about Llanbrynmair?—It is Welsh there altogether.

68,197. Cemmes?—Welsh.

68,198. Llanerfyl?—Welsh.

68,199. Carno?—It is a little mixed there.

68,200. Manafon?—English chiefly.

68,201. Castle Caereinion?—I believe it is English chiefly there.

68,202. Then the parish we are in, Llanfair Caereinion?—Welsh here chiefly.

68,203. Llanllugan?—Welsh.

68,204. Llangyniew?—Welsh chiefly.

68,205. And Meiford?—Welsh chiefly amongst the farmers.

68,206. In the parishes which you have said to be Welsh are most of the tenant farmers Nonconformists or mostly Church of England people?—Mostly Nonconformists.

68,207. In what year did this enclosure of the Fron Common take place?—At different periods. It has not all been enclosed.

68,208. How is it in that case that the commoners who have a right to turn their sheep out on the common have not complained and taken legal steps against the lord of the manor?—To whom could we go and take our complaint as long as Lord Powis' agent would not listen to us, and clergymen sitting on the bench at Llanfair, and Lord Powis being the chairman of quarter sessions? What could we do, we tenants? How could we face Lord Powis, being weak tenants, and have recourse to the law?

68,209. But are there no courts held in this manor—manorial courts?—A court was held about 40 years ago, but it was dissolved, and they took their own way subsequently with everybody.

68,210. What is the name of this manor?—Powis Manor.

68,211. Is Fron Common in the barony of Powis?—It is.

68,212. I see here, "The Manors Caereinion " Iscoed, the whole parish of Llangadfan and " Llanfaer Caereinion, and portions of Castle " Caereinion are within this manor." Where is the Fron Common?—In the parish of Garthbeibio.

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Mr. E. LLOYD.

[Continued.]

Mr. Brynmor Jones—continued.

68,213. It is not the Manor of Caereinion Iscoed, but the Manor of Caereinion Uwchgoed. The whole of the parish of Garthbeibio is in that manor, and they do not hold any manorial courts in that manor now?—They have not for upwards of 40 years.

68,214. What was the size of this Fron Common when you were a young man?—I believe that within my memory they have enclosed from 20 to 30 acres, but in my father's lifetime they had enclosed a good deal more.

68,215. Did not you and the other commoners know that the lord of the manor could not enclose so as to injure the rights of the commoners?—No, I did not know.

68,216. Now there is a new Act of Parliament in force, and a lord of the manor cannot enclose now without the consent of the Board of Agriculture?—Well, he has been able to do so very recently, as recently as 8 years ago.

68,217. How much is now waste unenclosed?—There may be 120 acres.

68,218. You have referred to recent encroachments or the recent building of these *cabanau unnos*. Have you noticed that within the last 10 years on the roadside in the bleak district between Garthbeibio and Cann Office there are several recent encroachments?—I remember one being erected. I heard of the others, but it was before I can remember.

68,219. There is a good deal of common land still in Garthbeibio, is there not?—Yes, there are 4,000 acres. The Fron does not adjoin that mountain.

68,220. According to the return made to the House of Commons in 1874 the amount of mountain or waste land was returned at 4,500 acres?—That is correct.

68,221. Has any of that been enclosed, do you think, besides what you mentioned as being enclosed on the Fron?—Yes, several pieces,

68,222. Without any court being held?—Yes.

68,223. And without any Act of Parliament or inquiry by a Commissioner so far as you know?—None at all, and they try to claim it as their mountain, and to add it to their farms as their chief mountain, and letting parts of it from one farm to the other.

68,224. Have you heard anything of the agent of Lord Powis taking possession of cottages without legal process?—Yes, several who join the Fron—they claimed rent from them.

68,225. But I mean taking possession of the cottage and turning the occupier out?—I know of one widow.

68,226. What was the name of her little place?—Hael Fron.

68,227. Her name was Morris, was it not?—Doret Morris, and I remember one Simon Lloyd.

68,228. Let us deal first with Hael Fron. How did they turn out Mrs. Morris?—I do not know why they turned her out, unless they were anxious to attach it to Caergof.

Mr. Brynmor Jones—continued.

68,229. But how did they do it, did they force her to turn out, or did she go out voluntarily?—They were ordering her to go, and she went.

68,230. Who moved her furniture?—I do not know that, although she lives close to me.

68,231. What was the other case you were thinking of?—There is one place which belongs to the parish of Trevor in Llangadfan. The building of that place is tumbled down, and the place has been let as a bye-take, and it is a disgrace that the Church of England should allow such a thing. There is another place, one in connexion with Morris Evans, of Tygoch.

68,232. Before we go to Morris Evans, how did they get possession of that other bit of property?—It was bought with Queen Anne's Bounty money.

68,233. But I understand that the tenant was turned out. Did the tenant go out willingly?—Two families were turned out unwillingly.

68,234. Do you mean by "unwillingly" forcibly?—Yes, they were compelled to go by notice.

68,235. And they complied with the notice?—Yes.

68,236. Now what about Morris Evans?—Morris Evans, of Tygoch, was turned out by the agent of Lord Powis. Mr. Theodore knows more about that case, and I will leave it in his hands.

68,237. Mr. Theodore is one of the witnesses in this court?—Yes.

Lord Kenyon.

68,238. I have one or two questions sent up by Mr. Vincent: "On what estates were these consolidations"?—Some were added to Lord Powis', and some to others, but the majority were added to Lord Powis'.

68,239. Can you give the names of any of the other estates?—There is one farm in the parish of Garthbeibio, and two farms in the parish of Llangadfan, which were added to Sir Watkin's estate.

68,240. Any others?—Yes, added to other places which were purchased, such as Bwlch, Bryngwaedden, Talysarn, and others.

68,241. Any other estates?—There is no one yonder who has an estate except Lord Powis and Sir Watkin.

68,242. The others were freeholders who bought one or two farms, and joined them together?—Yes.

68,243. "When was the first consolidation, and when was the last"?—I could not tell when the first was.

68,244. How long ago approximately?—Talwrn bought Bryngwaedden and joined them together, that is seven or eight years since.

68,245. Would that be the first or the last?—That would be the last.

68,246. About when was the first of these, how many years ago?—It might be about 15 years.

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Mr. E. LLOYD.

[Continued.]

Lord Kenyon—continued.

68,247. "In enumerating them, do you rely entirely on your own knowledge, or partly on what your father told you"?—I rely on my own knowledge.

68,248. "Were the places added to other small places on which the buildings had fallen into disrepair"?—There were some where the buildings were allowed to go down, but they were attached to farms which had buildings on.

68,249. "How long ago was the case in which it was said that Lord Powis, or his agent, threatened to take away relief from a man"?—It might be from 40 to 50 years ago.

Lord Kenyon—continued.

68,250. "From whom did you hear this, and when"?—I heard it from the man himself.

68,251. When?—At that time.

68,252. "Were you or your father ever entitled to rights of common; did you not rather squat to the disadvantage of the commoners"?—We never encroached.

68,253. You had rights of common then, had you?—We had the right to turn sheep in.

68,254. "Who made the enclosures that you have mentioned last of 120 acres or thereabouts"?—It is from 20 to 30 acres, I said. I did not mention 120 acres.

The witness withdrew.

Mr. THOMAS VAUGHAN called and examined.

Lord Kenyon.

68,255. You are Mr. Thomas Vaughan of Sychtyn, in the parish of Llanerfyl?—Yes.

68,256. And you wish to give evidence with regard to your own farm?—Yes.

68,257. Have you a statement of your evidence?—Yes.

[The following statement of the witness was then read.]

The evidence of Thomas Vaughan, Sychtyn, in the parish of Llanerfyl, tenant farmer, Sychtyn and Nantyr-eira; total acreage 1,110, of which 300 acres are enclosed land, the remainder sheep walk; the owner is Sir Watkin Williams Wynn.

There are no enclosures of waste land in recent years in Llanerfyl parish. I am in favour of enclosing waste lands and having definite boundaries always.

There is no unenclosed land in my district excepting Pencoeed Common, and there may be portions of this that may pay for cultivation.

There is no limit with regard to the number of sheep kept on our sheepwalks, most of which are fenced in. I thoroughly believe that all sheepwalks should be fenced in and kept in good repair, and that unless they are it is impossible for anyone to make the best of them. I believe it is an advantage to a lowland farm to have a convenient sheepwalk attached to it, especially if the sheep can be fed off the land for the butcher direct.

I have had considerable experience personally of large and small estates, having been tenant on both classes of property. I always found that the large estates are better managed.

I believe were it possible that it would be best to occupy land on an estate upon which the owner resides.

Politics, religion, or language make no difference as regards any transaction between myself and landlords, and I have held land under Tories and Radicals—English and Welsh.

Lord Kenyon—continued.

The usual time for entering on a farm in my district is at Lady-day.

With regard to leases and agreements; yearly agreements are more common in my district and I have only known of one lease granted to a neighbour of mine, and he had a considerable bother with it at the termination of his tenancy. I consider with present agricultural law and prevailing custom of the country that it is preferable to be under yearly agreements.

I produce my agreement, no part of which do I object to. Tenants can obtain a copy of their agreements, and the contents are explained to them. The rent is fixed at a lump sum.

When the outlay on buildings is considered I do not think the rent of small holders is any higher in my district than large farmers.

As for the usual rent of average lands of different qualities in the district, the rent of a sheepwalk varies from 1s. to 3s. 6d. per acre. The rent of upland farm lands from 4s. to 12s. per acre. The rent of lowland farms from 10s. to 15s. per acre, and accommodation land a little more.

With regard to services other than the payment of rent rendered by tenants in respect of their farms. There are no more services rendered than are included in the agreement, excepting that a very few tenants on Sir Watkin's estate walk a foxhound puppy, which is considered a pleasure to them.

The fixture of rent is always agreed upon between the landlord or his agent and the incoming tenant.

There has been no increase in the rent of Sychtyn Farm since I became tenant in 1862, and I have received the following abatements: In the years 1885, 1886, 1887, 1888, and 1889, 10 per cent.; in 1890, 5 per cent.; in 1892, 1893, and 1894, 15 per cent.

There has been no appreciable increase in local rates within the last 25 years, excepting the education rate, which is an extra rate.

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Mr. T. VAUGHAN.

[Continued.]

Lord Kenyon—continued.

Consolidation of farms.—There has been considerable consolidation of small holdings in my immediate district, and I believe it is an exceptional one with regard to this, and that circumstances peculiar to the district have been the cause of it. These holdings have been on high land not suitable for cultivation and on which former tenants were accustomed to support themselves very much on what they earned elsewhere. Harvesting in England has been done away with by machinery. Weaving in the larger farm houses was another source of constant occupation. Now the woollen manufacture has quite changed. Threshing by flails brought regular work, and the general introduction of modern implements has done away with the extra labour of these small holders. The truth is, they have preferred going to a better climate, where they could earn regular wages and have better accommodation and better schools for their children, and in my time a great number of this class of holders have emigrated to the United States of America from my district. Personally I believe small holdings should be at the present day confined to good and enclosed land, and that the 2s. per acre land of the upland district is not suitable to afford a living to a small family, or the interest in the buildings that is necessary and expected from a landlord at the present day. I have often heard these small holders say that they deserved a bonus to live upon their holdings situated as they are. My opinion with regard to large and small farmers is that people in both classes might thrive well. It depends more upon the capital, intelligence, and industry of the man than on the size of the farm he lives on.

The Michaelmas rents are collected in December and Lady-day rents in June in my district.

With regard to the scarcity of labourers, they are only occasionally so; there is a short supply during a good hay harvest.

As to cultivation of land in my district. The cultivation of land has only changed with regard to grain crops, which are much reduced within the last 20 years, and replaced by permanent pasture. There is no waste land in Llanerfyl parish, but there are portions of Pencoed Common in Llangadfan that might be improved by reclamation.

During the last 50 years it has paid to lay down a considerable portion of arable land in pasture in my district.

There has been a considerable increase in root crops, which are now considered very necessary for winter fodder.

Fallowing has fallen very much into disuse since less wheat is grown, and farmers find it more profitable to grow green crops.

Improvements.—Landlords' improvements are generally confined to building and repair of houses, buildings and cottages, and there is a marked advance in this class of improvement of late years. The tenants' improvements are fencing of sheepwalks, improved cultivation, and more attention to the class of stock bred.

Lord Kenyon—continued.

The landlord often assists in the erection of sheepwalk fences, sometimes with materials, and sometimes by giving labour.

Matters are generally settled by mutual agreement between incoming and outgoing tenants, according to the custom of the country, and I have frequently been called to assist in this matter.

As to the sale of sheep on sheep farms (or runs) to the incoming tenant or to the landowners. This is generally arranged by mutual valuation between incoming and outgoing tenants, and if necessary arbitration is resorted to when the value of breeding flocks on the land is taken into consideration. The landlord occasionally has to buy the flocks on the same principle.

Game.—There is no damage by game in my district, in fact my landlord allows me to shoot game over most of my holding.

Freeholders.—My experience of freeholders in this immediate neighbourhood is that they are worse off than tenant-farmers, and during my time the number of freeholders has considerably decreased in this locality.

Wives and children.—Tenant-farmers, their wives and children, as a rule, work on the farms. I do not think the children receive wages as such, but they are respectably clothed, and allowed pocket money and more freedom than if they had been servants. I do know many farmers without sons who are able to pay their way.

Comparatively large farmers are able, as a rule, to set up their sons in farms, and give a certain portion to their daughters, and I have even known small ones doing the same, although they have started with a small capital.

Land Court.—I should be very sorry to see the establishment of a land court in Wales, as I do not believe a better system of tenure for our farms could exist. I would never submit to the valuation of any court. I would rather relinquish farming than do so, as I consider it requires a long practical acquaintance with the peculiarities of your holding by both landlord and tenant before justice can be done to either, and I should never expect to get this from a land court, however well disposed its officials might be.

Cause of the present low prices.—Foreign and other competition and depression in trade generally.

68,258. How do the rents compare in the locality about here, are they fairly uniform, do you think, on the different estates?—I live from here about nine miles. It depends a good deal on the farmer. It is very difficult to value a farm, I believe, especially in my district with such a variation of land.

68,259. It is impossible to say whether the rents are uniform or not?—Well, it is very difficult. I will take for instance my own farm. My own farm has been farmed well for the last 30 or 40 years, and if someone were to value my farm now he would value it at about twice as much as it was then, whereas if it was left

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[Continued.]

Lord Keayon—continued.

without manure it would go into the same state again. It is a very difficult thing, a most difficult thing indeed.

68,260. But what I meant was whether some landlords asked different rents for the same kind of land?—I do not know about that.

68,261. Of course they are fairly uniform on Sir Watkin's estate. They generally are on one estate?—Yes, sometimes farmers offer more than landlords have been having for farms, and the rent is raised. That is our difficulty.

68,262. I suppose you remember a good many sales of property in this neighbourhood?—I do.

68,263. Do you remember the sale of Sir Edmund Buckley's estate?—I am not acquainted with that.

68,264. Have many of these farms been bought by freeholders in your district?—Not many in my district, but about Llanfair I suppose there are a good many, but I am not very well acquainted with them.

68,265. Do you think they have made good bargains?—Well, I do not know much about the land.

68,266. You know the farmers in your own neighbourhood, I suppose?—I do.

68,267. Are they afraid to come and give evidence before us, do you think?—No, I do not think so.

68,268. Because we have heard it stated in many places that the farmers are afraid to come before this Commission?—I have not heard anything of the sort.

68,269. Do you think there is any ground for any such fear?—No, I do not think there is. I have not heard it whatever.

68,270. Is there any improvement in prices this year?—Yes, there is a little, compared with other years in some things.

68,271. Would you call last year an exceptionally bad year?—Not with us. It was not so very bad on the uplands. We had somewhat more rain than they had down below here.

68,272. Did you do very well with your sheep last year?—I think we did. The sheepwalks are very wet, and they did quite as well last year as usual.

Mr. Brynmor Jones.

68,273. You are in Llanerfyl, I think?—Yes.

68,274. And the name of your farm is Sychtyn?—Yes.

68,275. How long have you been connected with it; how long have you been a tenant on that farm?—I have been tenant about 32 years, I believe, and my brother was there before.

68,276. Have many holdings been added to your farm during your tenancy or during your brother's tenancy?—A few.

Mr. Brynmor Jones—continued.

68,277. Is Brynfenws one of those?—Yes.

68,278. And Pandy Ceiliogwyd?—Yes.

68,279. And Nantyreira?—Would you mind my telling you about the first two places first. Those two places at the time my brother took my farm, at least when my father took it, belonged to Lord Powis. They were just at the bottom of my sheepwalk, and my father when he took this farm to my brother would not take Sychtyn farm unless there was a certain fence or stone wall made between those places and the sheepwalk, the sheep were coming constantly down, of course, on the two places, and then with the dogs on them, it might be half-a-dozen dogs at the time—

68,280. We do not want to know all these details. What I want to know is whether there has been consolidation?—Yes, there has been consolidation on that account.

68,281. Were families living, or were there people living in houses on those two little holdings at the time you were speaking of before your brother took the farm?—Yes, there were.

68,282. There were four cattle on Brynfenws, and 10 cattle on the other?—I do not remember four on Brynfenws, there were three always.

68,283. There were stock on the two farms?—Yes.

68,284. Now let us go to No. 3; do you know anything about the holding called Nantyreira?—Yes. See 68,4

68,285. That was a pretty big holding at one time, was it not?—Yes.

68,286. Do you remember when John Evans had it?—I remember John Evans.

68,287. That was added to Sychtyn, was it not?—I never knew that John Evans was tenant there.

68,288. Who was it? There was somebody there?—Edward Hughes.

68,289. He lived with his family on this holding?—Yes.

68,290. Has that been added to Sychtyn?—Yes.

68,291. Then Sychnant, has that been added to Sychtyn?—Yes.

68,292. Did Edward Evans live there once?—I think he did some time. I think he had about 18 cattle on the farm at one time, I am not sure.

68,293. And a horse?—Yes, I think so.

68,294. Do you know a holding called Merddynllwyd?—Yes.

68,295. Was that added to Sychtyn?—Yes.

68,296. What was the name of the tenant of Merddynllwyd before it was added to Sychtyn?—It was with Nantyreira. They were both Nantyreira.

68,297. With a house?—Yes.

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[Continued.]

Mr. Brynmor Jones—continued.

68,298. There was stock on that farm, four cattle, and one horse?—I do not remember that. I know it was with Nantyreira when I remember it.

68,299. At one time were these three holdings, Nantyreira, Sychnant, and Merddynllwyd, added to Sychtyn? Was it 1882?—They were both one farm when I had them.

68,300. When you had them they had been consolidated and formed one farm?—Yes.

68,301. And then they were added to your farm?—Yes.

68,302. Was there a holding called Clay Hill?—Yes.

68,303. That was one of what would be called *cabanau unnos*, I suppose?—Well, it was one of them. The steward made an arrangement to have a piece of land. It was a piece of land that was out of the way like, of eight acres, and he arranged to make a house there; it was not a *cabanau unnos*.

68,304. Do you remember Thomas Griffiths living there?—I do.

68,305. He had about three cattle, had he not?—Yes, there were two or three cattle at one time there.

68,306. Then I may take it that in the course of the last 32 years, or a little more than 32 years, these six holdings had been added to the farm known as Sychtyn. That is the result of your evidence?—Yes.

68,307. What is the acreage of your farm now?

Lord Kenyon.

You said 300—1,100 acres altogether including sheep walk?—Yes.

Mr. Brynmor Jones.

68,308. Has this consolidation gone on much in the neighbourhood?—Yes, a great number of small holdings like those.

68,309. Is it the fact that the population in that parish has gone down from 40 to 50 per cent. within the memory of man?—Well, I am sure it has gone down very much.

68,310. What has become of the people who used to live at those holdings?—Well, they have gone to better places.

68,311. The families?—Yes, some to the United States of America, some to South Wales, and to towns. There was no work for them for one thing.

68,312. I am not going to examine you further upon this point. I only want to get at the facts about them. Now I want to go to another topic. You have given your explanation about this consolidation in your examination in chief?—Yes, I have as fully as I could, I could not do any better.

Mr. Brynmor Jones—continued.

68,313. Now I understand you are quite satisfied with your rent. You do not want any abatement?—Well, I would take it if the landlord would give me an abatement.

68,314. Yes, of course, anybody would take it, but as a business man are you satisfied?—Yes.

68,315. You are?—Yes.

68,316. Do you think the other farmers in this parish, Llanerfyl, are satisfied with their rent. Are they able to pay the rent with such abatements as have been given recently on the different estates?—I believe they are as a rule.

68,317. You do not think they are in any danger of financial difficulties?—No, I think not.

68,318. We have had very strong evidence to the contrary in other parishes. Is there anything special about this parish?—No, I do not remember anything special, certainly we have had a very bad time, and we hope it will come better. There will be an alteration some time, I suppose.

68,319. And you feel perfectly secure, do you, in your holding?—Yes.

68,320. You know that Sir Watkin, or Col. Hughes is not likely to give you notice from any capricious motive?—No, they will not give me notice, I believe, without I deserve it.

68,321. Supposing you did not know Sir Watkin's method, and did not know Col. Hughes; supposing you knew nothing about your landlord, would you feel confident upon a mere tenancy from year to year to expend any capital upon your land?—No, I would not to a stranger.

68,322. Unless you knew your landlord well, and could trust him, and could trust the agent, you would not like to do it?—No, I would not.

68,323. Now, suppose in the case of a good landlord and a tenant like yourself, a difference of opinion arises about the rent, you say there would be no difficulty at all, but supposing a time comes when you found it really impossible to make both ends meet and pay the rent: suppose that went on for two or three years, and you said your rent ought to be reduced to 250*l.*, and Col. Hughes said, no, the rent ought to be 300*l.*, but supposing you could not come to terms, and at last Col. Hughes said, "You must either pay 300*l.* or leave the farm." Would you be satisfied with that?—Yes, but he knows better what the value of land is in our country.

68,324. But I am putting a case to test the principle now. Suppose, taking the view you do, and being on perfectly good terms with Colonel Hughes, you said that no tenant could make this farm pay at more than 250*l.* a year; then suppose Colonel Hughes said, "I am quite of a different opinion, I think it ought to be 300*l.*," and I am sure you can make it pay if you like, "to go on," and you said, "No, I cannot, and I will not try it." That is the case I put to you.

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[Continued.]

Mr. Brynmor Jones—continued.

Would you not like to have some authority, some third party, to be perfectly impartial between you to decide it before you went out?—I cannot see any man who does know; I have seen plenty buying and selling and valuing in our parish, and I have never seen a man who could value it.

68,325. Then you would rather go away than trust to a third party?—Yes, I would rather go away.

68,326. You would rather go away?—I would rather go away indeed. I have seen such a number of people buying and valuing in our country, and they all do it too high—tremendously so.

68,327. I rather guessed that you are a valuer yourself?—I am not, but I know better than a good many people the value of land in our district, I am sure.

68,328. But you have not answered my case yet. In the case I have put to you, would you rather go away without any appeal to anybody, or rather take your chance before some third party?—I would rather go away myself.

68,329. Then I will put it in this way. Supposing you were very anxious to stay on the farm?—Well, I am very anxious to stay on the farm, and I hope I shall do so too; that is all I can say for it. I do not like changes.

68,330. A moment ago you said you would rather go away than have some third party called in to value it?—Yes.

68,331. Then what do you mean by saying you are very anxious to stay?—Well, I would not like to take their word about the valuation of my land, I am sure.

Mr. Brynmor Jones.

Very well, if you are content, I am.

Mr. Griffiths.

68,332. What is the amount of abatement that you have had?—In the years 1885, 1886, 1887, 1888, and 1889, 10 per cent.; in the year 1890, 5 per cent.; in the years 1892, 1893, and 1894, 15 per cent.

68,333. Do you consider that that was fully equal to the depression in prices, and the advance in the price of labour?—No, I do not think it was at the time, but it gave us a lot of help, and it encourages us to do our best with our land.

68,334. But you do not think it really met the bad times?—No, I do not. I do not really think so.

68,335. What are the terms of your agreement with regard to the sale of sheep?—The outgoing tenant agrees for them with the incoming tenant, and if they cannot do that they name a third person, and that is final.

Mr. Griffiths—continued.

68,336. Is it not at the option of the landlord whether he takes the sheep or not?—They always do.

68,337. You have never seen an instance where they do not take them?—No, I have not. If there is not a tenant, of course the landlord takes them on the same principle.

68,338. Have many tenants left their farms in your neighbourhood?—Not so very many.

68,339. Do you know some?—Yes, a few.

68,340. What has been the reason that they have left?—Some, that I remember, have gone to England to better farms.

68,341. Where do they go in England?—Shropshire.

68,342. Why do they go there?—For better land, and better accommodation.

68,343. They choose to go there rather than stay in this country?—Yes.

68,344. Do you know of no tenants that have been obliged to leave because they could not get their rents reduced?—I do not remember well anyone in particular.

68,345. Surely in your time you must have known some; you are not a very young man?—Of course it may be that they have gone for better farms somewhere else.

68,346. Have you seen many farms sold in the neighbourhood?—Yes, several.

68,347. Do the tenants always get compensation for the improvements they have made on their farms?—I have only seen freeholders selling their farms. I have not seen any others.

68,348. Sir Watkin has never sold any of his estate, has he, in your neighbourhood?—Not close to me.

68,349. We have had repeated complaints of tenants being obliged to leave their farms, and having to leave their improvements behind them without getting anything for them, and many of them are obliged to go because they cannot get their rents reduced. What would you suggest in a case of that sort?—It is a very hard case indeed.

68,350. I do not mean in the case of Sir Watkin, we all know that he and his tenants get on uncommonly well. I wish all the tenants in the country were the same. We should not be here then; but there are cases in which the tenants are not able to get on so well as you can. What are those tenants to do when they cannot get their rents reduced?—I am sure I do not know.

68,351. Do you not think it would be fair to give them a chance to appeal to some outside authority?—Well, it would be very nice, but I have not seen anyone who could do it. I do not know much about valuation, but I have seen many clever men come, and they cannot do it.

68,352. I think you have an excellent opinion of Colonel Hughes. Do you not think he would

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Mr. T. VAUGHAN.

[Continued.]

Mr. Griffiths—continued.

be an excellent man?—He would be a very good man in his own country, but if he were to come to my country I do not know that he would be very good.

68,353. I mean someone to value in his own country?—Oh, yes, not the least doubt of it.

68,354. Do you not think it would be fair?—He would do what is fair too.

68,355. But do you not think it would be fair to landlord and tenant to appeal to such a man?—I do not think an outside man knows the value of our country.

68,356. He seems to satisfy you in your neighbourhood, why should he not satisfy the people of other districts, and on other estates?—Well, I believe Colonel Hughes is one of the cleverest men, but at the same time I do not believe he is clever enough to value all the land in our district; I really do not.

Lord Kenyon.

68,357. Is it your point that no man can understand a man's farm as well as the man who lives on it?—Yes.

68,358. That is your idea, is it?—Yes.

Mr. Brynmor Jones.

68,359. Then why should not the tenant fix his own rent?—He cannot do that.

Lord Kenyon.

68,360. He generally does it, does he not?—Yes, he ought to, and the man who takes a farm ought to know what he is taking, and be brought up to farming, and know what the value of land is.

68,361. Do you think a land court would make the better farmers pay a higher rent or a lower rent? Look at your own case, for instance?—Indeed I do not know exactly. It is very difficult to say. I believe there are some thinking of it. If some people were to come to my farm they would value it a lot more than it is now, and in five or six years' time it would look very different, about half the value it is now. I have seen it so myself.

68,362. You think, probably, they would raise your rent?—Some people would.

68,363. What was the size of Sychtyn Farm before those other farms were added to it?—They are not farms, they are only hills. You cannot call them farms. The farm is the same now as it was before, only for these little bits of hills.

Lord Kenyon—continued.

68,364. I want to get at what was the size of these additions. They were small places, were they?—Yes. I may call them *cabanau unnos*, or at one time they were, no doubt.

68,365. Were they the sort of places that you explained to us in your evidence, where the people could not support themselves by living on them solely?—Yes.

68,366. They had to get labour elsewhere?—Yes.

68,367. And you think they mostly went to England harvesting?—Yes, and to America and South Wales.

68,368. But when they were living there they mostly went harvesting to England?—Yes, most of them.

68,369. And got work elsewhere which is now not to be obtained?—Yes, mostly.

Mr. Griffiths.

68,370. Do you know the parish of Llanerfyl?—I do, part of it.

68,371. There have been a good many cottages taken down in that parish, have there not?—Yes, a wonderful number, up and down, top and bottom.

68,372. They have been the cause of depopulating the whole neighbourhood?—Yes.

68,373. I see here in this report that "in Llanerfyl parish Mr. Chamberlain had found "it necessary to build new cottages to house "the labourers he required. According to his "bailiff, who is a native of the district, most of "the land about here" (that is in Llanerfyl parish), "belongs to Sir Watkin, and during the "last 50 years he has allowed scores and scores "of cottages to tumble down. If we want "more labourers than we have cottages, they "would have to lodge on the ground, or walk "one or two miles, according to where they "live"?—There are only two cottages on his property gone down, and he has built one, and there are no people living there at this moment—a new house.

68,374. But is it not to the benefit of the farmers to have cottages for their labourers?—Yes, it is, and there is now a new cottage on Mr. Chamberlain's property that there is not a tenant for.

68,375. Does he give land to keep a cow?—Yes, land for two cows.

68,376. And still he cannot get a tenant?—No.

68,377. Does he give the labourers good wages?—Yes, very good, 1s. a week more than we give.

68,378. And yet they will not take it?—No.

The witness withdrew.

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MR. J. THOMAS.

[Continued.]

Mr. JOHN THOMAS called and examined through an Interpreter.

Lord Kenyon.

68,379. Do you give your evidence in English or in Welsh?—In Welsh.

68,380. Do you understand sufficient English to stop the interpreter if you do not agree with the translation?—Yes.

[The following statement of the witness was then read.]

Evidence of Mr. John Thomas, Careg-y-big Llanerfyl.

See evidence of next witness and evidence of Mr. Howells, 69,037, also 75,396-75,432.

Evidence with regard to Frongoch, Farm, Llanllugan, of which the tenant was Evan Howells. The landlord, Colonel Herbert, took about 20 or 30 acres of land from the farm and put it to another, and made no compensation to the tenant of Frongoch or reduction in the rent. This happened within the last 10 years. He also took 2 acres of good land, about the best field Howells had, and planted a nursery there. This was close to the house. The landlord allowed no compensation nor reduced the rent. A garden and a building site were also taken from the farm, and no compensation or reduction in the rent allowed.

According to the agreement at the time of taking, the tenant was to have the use of two rooms in the hall which is connected with the farmhouse, but he was not allowed the use of them afterwards. The agent asked to see the agreement which the tenant had, and when it was returned the clauses relating to the two rooms had been obliterated. Howells was eventually sold up.

Evidence with regard to Hendre, Croesty, Cwm, and Rhosfach, in the parish of Carno.

Hendre.—The property of Mr. Jackson. The rent was originally 50*l*. It was advanced to 140*l*. The tenant who lived there, a Scotchman, managed to linger there a short time, but left as soon as he could.

Croesty.—The property of the same landlord. The rent used to be about 30*l*., and was advanced to 80*l*. The tenant who lived there would not pay the advance and left.

Cwm.—The property of the same landlord. I lived there for a short time. The rent was 50*l*. The tenant who lived there before me was a Scotchman, who paid a rent of 80*l*., but went away without paying. He took away everything he had in a carpet bag.

Rhosfach.—The landlord at the time was Mr. Eveson, and the rent was advanced from 30*l*. to 70*l*.

I can also give corroboration as to the consolidation on Sir W. W. Wynn's estate.

I was to give this evidence because Mr. Howells could not promise to come, but I understand he is in the other Court now.

Lord Kenyon.

68,381. Will you tell me when it was that Col. Herbert took away the 20 or 30 acres from Frongoch?—About five years ago.

Lord Kenyon—continued.

68,382. Was it good land?—It was mountain land.

68,383. Did he take it to plant?—He took it and gave it to another tenant.

68,384. What was the rent of Frongoch?—About 90*l*.

68,385. What was the size of it?—Upwards of 200 acres, inclusive of mountain land.

Mr. Brynmor Jones.

68,386. You say you prefer not to refer to this matter of consolidation?—No, I prefer not. It is not part of my business.

68,387. I do not want to press it, but Mr. Howell's name is not on the list, and if you have anything to tell us about it you had better do so?—I am willing to give evidence with regard to Mr. Howell.

68,388. What is the case; tell us what the facts are?—He took Frongoch farm about eight years ago, or rather, it is 10 years ago. He was there eight years. In about three years after he went there the agent came there with somebody else and they enclosed a portion of the mountain land which would maintain about 80 sheep and added it to another farm.

68,389. What have you to say with regard to Hendre?—Nothing, but that the rent was increased.

68,390. And about Croesty?—The same thing.

68,391. Cwm?—The same thing.

68,392. And Rhosfach?—The same thing.

68,393. Do you know anything about a place called Hafodybeudy?—I do.

68,394. What parish is that in?—Llanerfyl.

68,395. Was a farm or holding called Tiruchaf added to that farm?—Yes. See 68,441

68,396. What time was that?—That is not part of my business. I do not wish to refer to that.

68,397. Was there a holding called Cwnderwenuchaf?—Yes.

68,398. What size holding was that?—Rather a large farm.

68,399. Was that in 1862 joined to Cwnderwenisaf?—It was joined, but I do not remember when.

68,400. Do you know anything about a holding called Dolfrwynog?—Yes.

68,401. Was that added to Glanyrafon?—That is not part of my business, again.

68,402. You do not remember it?—I remember all, but it is not part of my business.

68,403. But why do you not mention it to us. There is no harm in this?—There is no harm in it, but I desire not to refer to it. That is my wish.

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Mr. J. THOMAS.

[Continued.]

Mr. Brynmor Jones—continued.

68,404. Was there a holding of the name of Abercanon?—Yes.

68,405. Was that joined to Tycanol?—Yes, it was.

68,406. Do you think that this consolidation has been a good thing?—A very bad thing.

Mr. Griffiths.

68,407. As to this plantation that was on this farm of Mr. Howell's, was it put up alongside the house for the purpose of shelter?—No; shelter to the rabbits.

68,408. Then there is some game on the farm, is there?—Yes.

68,409. Do you mean to say the tenant was never asked permission to have some trees planted there?—They never told him that they were going to do it.

68,410. Did he have to pay the same rent, rates, and taxes?—Yes, for five years.

68,411. When the agent asked for the agreement is it possible that he scratched out the terms with regard to the rooms in the house?—That is what he said. I must give you some particulars. The Frongoch Farm was joined to Frongoch Hall, and the tenant was complaining that the house was too small. They let him two rooms from part of the Hall.

68,412. Had this tenant been a long while backward in his rent—was he in arrears?—No, no more than all of us. We were all backward with our rent.

68,413. And he was sold up, you say?—He sold himself.

68,414. Do you consider then that the farm was dear?—It was dear after all this land had been taken away.

68,415. Then was it upon the tenant's improvements that the rent was advanced of Hendre Farm from 50*l.* to 140*l.*?—No, I do not understand that.

68,416. Were there any buildings put up there?—Nothing particular. The case was this. Englishmen came up to Wales to buy land. They saw that it was a large quantity of land, and they were under the impression that they were buying land like the land of England, and they were increasing the rent accordingly upon land the price of which we did not consider was worth more than 6*l.* an acre.

68,417. Would the same condition apply to Croesty; was that bought in the same way?—Yes.

68,418. The rent was advanced from 35*l.* to 70*l.*?—I am not quite sure; it was somewhere about that.

68,419. Do you think the Welsh tenants would give that advanced rent. You say a Scotchman took it?—They failed to procure an Englishman.

68,420. I suppose he knew the value of the land better, did he?—Yes.

Mr. Griffiths—continued.

68,421. Then it proves that people from a distance do not know the value of the land in this district?—Respectable men came up as tenants from England. Some remained there 12 months and others hardly two.

68,422. You yourself lived at this place called Cwm?—Yes, a little.

68,423. What rent did you pay when you were there?—50*l.* A Welshman took it for that amount.

68,424. What did the Scotchman promise to give for it?—He promised a great deal: 80*l.*, I think.

68,425. Was he able to pay it?—He paid nothing. He lived there as he lived in England. He used to kill a fat wether every week. It all went until he had no rent.

68,426. He at last took up his bag and went off?—Yes, to the station.

68,427. Scotchmen are generally fond of their bags, are they not?—I have made a mistake, it was not a Scotchman. A Scotchman lived there for some time though. He remained there as long as the good times lasted; as long as the prices were up.

68,428. Have you any Scotchman's graves in this part of the country?—All of them went away before they were buried.

Lord Kenyon.

68,429. I have some questions to put to you by Mr. Vincent—"Who was the agent who you say tampered with his agreement? Are you serious about that?—It was the tenant himself that told me to-day.

68,430. Who was the agent?—James Birtles. There are two, I believe; one is an agent, and the other receives the rent.

Mr. Griffiths.

68,431. Which of them took away the agreement?—I am not quite sure of that. It was Mr. Birtles that managed the farm.

Lord Kenyon.

68,432. Do you mean to say that one agent made the agreement and the other scratched it out? Is that what you mean?—I know no more about that than he told me.

68,433. "Were there not good reasons for each of these consolidations"?—There is no good belonging to them.

68,434. "Do you say that the results were in each case bad"?—Yes, to the extent.

68,435. "Did you say men had come from a distance and offered too much for farms"?—They were giving too much.

68,436. "Did you say that Welshmen refused to give the rents which the men from a distance gave"?—As a rule, it was the Englishmen that came first. They reduced some amount a little to the Englishmen.

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Mr. H. LESTER SMITH.

[Continued.]

Lord Kenyon—continued.

68,437. "Did you say that this showed men from a distance did not know the value of Welsh land"?—They do not know; they think that the rushes that grow on the mountain fatten the beasts.

68,438. "Does it not also show that Welshmen do know the value and will not give too

Lord Kenyon—continued.

"much"?—They are giving too much by half. I should like to say this. Thirty years ago Welsh stock was higher, as far as history goes, than it ever was. Then everybody wanted to farm, and they were treading on each other's toes, and whatever rent the landlord asked he was almost certain to have it.

The witness withdrew.

Mr. HENRY LESTER SMITH called and examined.

Lord Kenyon.

68,439. What are you?—I am sub-agent to Sir Watkin.

68,440. You wish to give rebutting evidence?—I wish to give rebutting evidence with regard to some remarks made upon consolidation.

In the first place, with regard to Penfridd Newydd. It was a cottage built by Mr. Vaughan, the previous witness's father, about 80 years ago, for the express purpose of shepherding that portion of Hafod Farm, while that portion was unenclosed sheepwalk. Mr. Vaughan's father fenced the sheepwalk, and since then an ordinary labourer, his cowman, lives there at a rent of 2*l.* per annum for the cottage and the keep of two cows.

68,441. Then it is inhabited?—It is.

See 68,395.

Then there is another case of Tiruchaf. This was originally let with a farm called Dolfrwynog. It has always been a bye-take. The last occupying tenant of the whole place left because he did not care to fence in the land. Mr. Vaughan fenced it in afterwards, about 19 years ago.

The witness withdrew.

Mr. JOHN ERFYL JONES called and examined through an Interpreter.

Lord Kenyon.

68,442. You are Mr. John Erfyl Jones, and you live at Dolau Ucha, Llanerfyl?—Yes.

68,443. You wish to give evidence with regard to your own farm?—Yes.

68,444. Is this your statement, and has it been translated to you?—Yes, I have read it.

68,445. And you are satisfied that it is correct?—Yes.

[The following statement of the witness was read.]

My name is John Erfyl Jones. I live at Dolau Ucha on the estate of Sir Watkin Williams Wynn, in the parish of Llanerfyl, with my mate, Richard Roberts. My uncle was a tenant of Sir Watkin's up to about 15 years ago. He had lived there for 66 years, and was born and bred there. Richard Roberts, about 15 years ago, received notice to quit, and the place was let to a younger brother of my uncle's, who had eight or nine children. The agent, Mr. William Pugh, did this of his own accord, without consulting Richard Roberts. My uncle, Richard Roberts

See evidence of next witness.

Lord Kenyon—continued.

The length of fencing was about 4,280 yards. He did it at his own expense.

Then, Mr. Brynmor Jones spoke of a place called Clay Hill. This was a purchase of the late Sir Watkin's from the late Lord Powis in the year 1859. It was a small mud hovel built by a man called Thomas Griffiths. He was allowed to remain there as long as he wished to. He left of his own accord to a better cottage, on account of failing health and the elevated spot where the cottage was situated. See 68,399.

With regard to Nantyreira, this was let to Mr. Vaughan by Mr. Owen Wynne, as he considered the expense of rebuilding the house and stead, which was very dilapidated, owing to the extreme age of the very old man who lived there, would be too great. The place had gone down because this old tenant was not in a fit state to build there for many of the later years of his life. That was a man called Edward Hughes, not John Evans, as mentioned just now. Those are the only notes I have with regard to them. See 68,2.

and myself, removed to a small house called Dolau Ucha, which was erected by my two uncles on the Dolau land at their own expense. They bought the timber and erected it at their own expense. The younger brother, who is now the tenant, sub-let a portion of Dolau to his older brother, otherwise we would have become homeless. He has lived there 15 years. About three years ago I went to Mr. Henry Lester Smith, the sub-agent, and told him that the tenant of Dolau wanted the whole of the land, and that he would be obliged to leave, and inasmuch as my uncle had lived there all his life, and his ancestors for four generations at least before him, and had expended labour and his capital on the land and buildings, my uncle considered he had a claim upon the landlord, and that he should be allowed to stay on the estate. I placed the matter in his hands, and he stated that a farm in the neighbourhood was about to become vacant, and as no one had applied for it, he would endeavour to do what he could for us to have it. The farm

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[Continued.]

became vacant, and in accordance with Mr. Smith's suggestions previously, we applied three times for it. He eventually refused to let us the place, as we had been led to believe he would, and let it to another person who was a stranger to the estate. We are now at the mercy of the tenant of Dolau, who is anxious to

have all the farm for himself, as the sons have grown up, and if compelled to leave we shall, after living on the estate for generations, become homeless. We do not ask for compensation, and simply ask for a home in a neighbourhood where already existing farms have other holdings consolidated with them.

Consolidations:—

Name.	Capacity, about.	Joined to.	About.
1. Brynfenws	2 cattle	Sychtyn	4 years ago.
2. Pantyceliogwydd	10 cattle	Do.	14 "
3. Clay Hill	8 cattle	Do.	8 "
4. Merddynllwyd	10 cattle, 1 horse	Do.	12 "
5. Sychnant.	20 cattle, 2 horses	Do.	12 "
6. Nantyreira	20 cattle, 2 horses, 300 sheep.	Do.	12 "
7. Trwynybryn—sub-let by Hafodybendy.	10 cattle	Hafodybendy	35 to 40 years ago.
8. Penfriddnewydd—sub-let by Hafodybendy.	15 cattle, 1 horse	Do.	18 years ago.
9. Tirucha, diverted from Dolfrwynog.	30 cattle, 2 horses, 250 sheep.	Do.	18 "
10. Dolgarregwenuchaf	4 cattle, 1 horse, 60 sheep.	Dolgarregwenissa	24 "
11. Cwmdrwenuchaf	25 cattle, 2 horses, 200 sheep.	Cwmdrwenissa	31 "
12. Glanyrafon	20 cattle, 1 horse, 150 sheep.	Doleuceimion	30 "
13. Tycanol	8 cattle, 1 horse, 80 sheep.	Abercanon	24 "
14. Dolwenissa	15 cattle, 2 horses, 100 sheep.	Dolwennuchaf	25 "
15. Trawsnant	3 cattle	Neinthirion	15 "
16. Rhaidrdu	7 cattle, 1 horse	Camwn	30 "
17. Brwddolwen	3 cattle	Goruwch	15 "
18. Glannant	7 cattle	Moelddolwen	35 "
19. Waenbodor	5 cattle	Brynmawr	35 "
20. Bronhaul	2 cows	Dolfrwynog	15 "

The houses connected with these holdings have, with a few exceptions, become ruins, and I know of about 30 houses which have become uninhabited in this district, and can supply the names if required by the Commissioners to do so, and should indeed like the Commissioners to visit the district. I am witness to having seen the last tenants of Penfridd newydd, Tiruchaf, and Nantyreira being compelled to leave the farms and their homes broken up, and was present at two of the auction sales. I consider that the population of this district has decreased about 50 per cent. within about the last 50 years. Labourers have been obliged to leave the district as there is no cultivation going on. Land that in my recollection grew hay, oats, potatoes, &c. now grows nothing but rushes, and former meadows are now grazed by sheep and ponies. Some of the dwelling-houses are now in a frightful condition, especially the house called Castell.

Castell: This house is held up by 16 props, contains two rooms only, composed of one kitchen, which answers the purpose of wash-house, dairy and bakehouse, and is also used for eating and cooking, and one chamber containing two beds. In one bed lies a bedridden man of 87 years, and in the same room the father, mother, and daughter sleep, and often three other children sleep at home. The great need of our district is a good road to Llanbrynmair

Railway Station, which is only about five miles distant. Our neighbourhood should naturally have its manure, food, building material, and other necessities, from this the nearest railway station. As it is at present there is no right of road at all to Llanbrynmair, although it is all on Sir Watkin Williams Wynn's estate, and as a result of this a portion of the building materials are often sent by rail from Llanbrynmair to Welshpool Station, a distance of 30 miles, and then have to be hauled about 20 miles by road by the farmers of this district from Welshpool to the surrounding farms, which are only about five miles from Llanbrynmair Station from where the materials start. Several appeals have been made to the agents to remedy this state of things, but hitherto without avail. I wish it to be clearly understood that I have the greatest respect for Sir Watkin Williams Wynn as a landowner, and conscientiously consider him one of the best landlords in Wales, and should be glad to end my days as a tenant on his estate, but think it right to state that the ruin of our neighbourhood is the fact that farms have been consolidated and joined to holdings which were already large enough. My wish is that these empty farms should again be occupied and our district again populated, and that my aged uncle and myself should be allowed to farm and cultivate at least a portion of the land which is now grazed by sheep and mountain ponies, so as to have a home of my own.

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Mr. J. E. JONES.

[4081] *[Continued.]**Lord Kenyon.*

68,446. With regard to this land which you say is now used as a sheep run, do you think you could make a living by cultivating it?—I think the landlord would have to be slightly tender to let the place low to commence with, and increase gradually as the place was improved according to the rules of agriculture.

68,447. Then you think you could make a living?—Yes, I am willing to make an attempt.

68,448. Do not you think you have got security of tenure from your uncle?—My uncle has nothing to let. It is my uncle's widow.

Mr. Griffiths.

68,449. We have only just heard that tenancies under Sir Watkin are very safe. How is it that yours should be different?—Exceptions do exist even on safe estates like Sir Watkin's.

68,450. Do you know any reason why there should be an exception in your case?—No expression was ever made that there was any complaint against my uncle.

68,451. Is there any complaint against yourself?—None at all. The excuse given when I

The witness withdrew.

Mr. HENRY LESTER SMITH recalled and further examined.

Lord Kenyon.

68,460. Have you anything to say?—First of all, with regard to the cottage, the last tenant referred to, called Castell, with 16 props to it; that will become notorious very likely. I should like to say that this cottage is situated on the top of the hill, and there is no road near it; I cannot tell you how near. The difficulties of building are so great up here that it is almost impossible to build. It is 30 miles by railway, and 20 miles by road, to these cottages. We built one about half a mile distant from this cottage that he spoke of, called Castell. It cost us 250*l.* to build an ordinary cottage with two bedrooms and outbuildings,—quite a very ordinary cottage. We are obliged to let that cottage now, with a taking for three cows, for the rent of 4*l.* 2*s.* What this man asks comes to this. He simply asks that Sir Watkin should multiply those cottages up there. Sir Watkin personally saw the cottage I refer to—the one recently erected—and he told me distinctly that it was folly to build cottages in such a place. Colonel Hughes was witness of it at the time. Sir Watkin was almost cross because I had put this cottage up in this certain place. This cottage of Castell that was mentioned just now is about half a mile distant I should say. Then, with regard to what the last witness, John Erfyl Jones, said with regard to my having offered him a farm. I wish I could offer him a farm. He wishes to have a farm in the immediate neighbourhood, or else he would have had one long ago, and taken from the place he at present occupies. He mentions my having promised him a farm. I never did that. I never promised a farm to a tenant in my life, or to anybody else; but I told him distinctly that a farm

Mr. Griffiths—continued.

was turned out was that the house where my brother lived was too small for him to rear children.

68,452. Surely the size of the rooms does not prevent a man rearing up a family in his house, does it?—In the house occupied by ourselves at present my uncle was prohibited from living.

Lord Kenyon.

68,453. Are you a sub-tenant?—No, I am not.

68,454. Is your uncle a sub-tenant?—The place is sub-let to them.

68,455. But who is your landlord; is it not your uncle, or your uncle's brother?—The widow.

68,456. Then it is your aunt?—Yes.

Mr. Griffiths.

68,457. You mentioned a cottage which you say had 16 props to it?—It is so.

68,458. Is it not dangerous to live in?—Yes, no doubt.

68,459. Have you no sanitary inspector in the district?—I never saw one yet.

Lord Kenyon—continued.

was likely to become vacant; the man who was tenant of that farm at the time is still there, and he could not go. That is the truth about it. There was another farm close by which has been let to this man's cousin. I do not think he can grumble at that. The farm he alluded to I never had in my mind for this man. I do not think I have anything else to say, but he is not really a tenant of Sir Watkin's, neither is his uncle a tenant of Sir Watkin's. His uncle's sister-in-law lets him live in certain premises within their own place—a place they put up themselves many years ago, before Sir Watkin ever purchased the property from Lord Powis in 1859.

68,461. It is the uncle's sister-in-law?—The uncle's sister-in-law, Jane Roberts, of Dolan.

68,462. Are you authorised at any time to promise farms to tenants?—I have never promised farms to tenants in my life.

68,463. Are you authorised to promise?—I do not believe I am.

Mr. Brynmor Jones.

68,464. There is no complaint about your making a promise?—I do not know. An allusion was made to some promise I had given him for a farm. I say I never made a promise.

68,465. But there is no complaint that you did, and you were not authorised to do so. As I understand, the effect of your evidence, it is this: you do not deny the facts which have been put by the various witnesses as to these consolidations?—I want to point out to you the impracticability of building here.

68,466. Do you or do you not deny the facts. That is the first question I want to ask?—I

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Mr. H. LESTER SMITH.

[Continued.]

Mr. Brynmor Jones—continued.

have denied it with regard to the promise of a farm.

Lord Kenyon.

68,467. But as to the consolidations?—I do not deny at all about the consolidations.

Mr. Brynmor Jones.

68,468. I thought so. Then the point made by this witness is that your failure in giving farms has been conducive to bad results, not necessarily to the estate, but bad results to the neighbours?—If you will allow me, I may tell you that all these places that have been consolidated have only been mud hovels originally, and it is impracticable to build a sanitary house there at the present day without going to an expense that is inordinate.

68,469. That may or may not be the case, but the point these tenants have been making is this, that, however good from the point of view of estate management it may have been to consolidate, and however good from a sanitary point of view it may have been to let these mud hovels, as you call them, disappear from the face of the earth, yet the fact of this consolidation has depopulated the neighbourhood?—Certainly it has. I am quite aware of that.

68,470. And their point is that that makes life less worth living in the locality to the farmers there?—If you will allow me to say so, I do not think life was ever worth living in that locality. It is something like the case of the Irishmen who, years ago, used to come down into England harvesting, and so forth. It was a wretched, miserable life. I should be sorry to see a fellow man living in such a place up there, in such an isolated place, far from civilisation, and everything.

68,471. The suggestion they make is that though it may pay the estate to go in for this policy of consolidation, it is done against the wishes of these parishioners. They say they like to live there. You have heard of a man here, apparently of sane mind, whose dearest wish is to have a farm in Garthbeibio. That is the point. What answer do you make to that?—Well, there are such cases. There are men who would like to live under those wretched conditions. I pity him, and I pity them. That is my answer.

Lord Kenyon.

68,472. Is it your opinion that having regard to the present sanitary requirements and regulations as to roads, and so on, it is possible to build cottages up at this place?—Certainly not.

68,473. It is too high?—It has had every consideration. It has had Sir Watkin's own personal consideration.

68,474. It is up at a great height?—At a great height, and there is no real road within miles of it.

Mr. Brynmor Jones.

68,475. I have the map here now; just fix your mind upon this. How far is the point of the parish of Garthbeibio that is nearest to the

Mr. Brynmor Jones—continued.

Cambrian Railway from the Cambrian Railway as the crow flies?—You refer to Garthbeibio. I was referring specially to Llanerfyl parish in all my remarks.

68,476. Llanerfyl parish comes within four or five miles, I should think, of the railway?—Llanerfyl does come within five miles of a station on the Cambrian Railway, but we have no road from that station to this spot. We want a light railway there.

68,477. Would you like to have a light railway?—Yes, if it was built by Government.

68,478. Quite so, but why do you want a railway when you say it is not worth building or doing anything up there?—I say it would open out the district very considerably.

68,479. Then we are coming to the point. You say if this district is opened out by proper communication, it is not a bad district for sheep farming, as I understand?—It is a good district for sheep farming, but small holdings are not applicable for sheep farming in Wales. A Welsh sheep must have his run, Mr. Brynmor Jones.

68,480. Where is Cann Office? What parish is it in?—Cann Office is in the parish of Llangadfan, I think.

68,481. We shall be seeing something then of this place?—You will be in the centre of Llangadfan parish, I should say, to-morrow, or rather to-night.

Lord Kenyon.

68,482. How far shall we be from the place that this man has been describing?—You will be about seven miles from the point he mentions.

Mr. Brynmor Jones.

68,483. Is it really the case that there is no road from Cann Office, Moat Lane Junction, or Newtown, or somewhere nearer than Welshpool?—No through communication.

Lord Kenyon.

68,484. Will you personally conduct Mr. Brynmor Jones up there to-morrow?—With the greatest pleasure, and I will mount him too if he wants a pony.

Mr. Brynmor Jones.

68,485. Would there be any difficulty here about making a road, any engineering difficulty?—The late Sir Watkin had a survey made, and there are considerable engineering difficulties.

68,486. Then I take it from you that as far as you are concerned every consideration has been shown to these tenants who have had to leave for want of accommodation?—Yes. We are approaching that district by the road we are making bit by bit from the Cambrian side, and Sir Watkin has given me instructions to get up there as soon as I can, but time has beaten me so far.

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Mr. EDWARD EVANS.

[Continued.]

Lord Kenyon.

68,487. One question is sent up by Mr. Woosnam. "Sir Watkin receives rent from Castell, does he not"?—Sir Watkin does not

Lord Kenyon—continued.

receive rent from Castell. It is sub-let to him by George Watkin, the tenant of Doleceimion Farm.

The witness withdrew.

Mr. EDWARD EVANS called and examined through an Interpreter.

Lord Kenyon.

68,488. Have you any statement of your evidence?—No, I have not.

68,489. Have you heard the previous witness's evidence with regard to the small holdings on Sir Watkin Wynn's estate?—No, I did not hear them. I was unable to hear.

68,490. Will you say what you have to say with regard to consolidation?—I have nothing to say about consolidation, but what they wanted me to say was about the number of houses that had fallen into ruins in the district.

68,491. Will you state what they wanted you to say as to that?—All that I had to say was that they had gone down, and that there is nobody living in them now, and that that has depopulated the parish.

68,492. Do you think that that leads to the deterioration of the land?—Yes, it is very much poorer in some places on that account.

68,493. Do you think that a family could support themselves on small holdings in that neighbourhood?—They have done so at all events.

68,494. Was it by doing outside labour?—Yes, some of them, I believe, but there were others who were able to live on their holdings.

68,495. What would you say would be the smallest holding on which a man could support a family without outside labour in that district?—There is very great difference. In lowland districts you could live on a much smaller holding.

68,496. I want it in this particular district of Llanerfyl?—There is difference in Llanerfyl too, the upland and the lowland.

68,497. Where has the depopulation taken place mostly?—The part that I had was in the uplands.

68,498. Then let us keep to the uplands. Can you tell me what is the smallest size holding which will support a man and his family in the upland districts without outside work?—Well, I live there myself.

68,499. I know, but will you tell me the smallest size holding which will support a man and his family in the upland districts?—I really cannot answer because some people can live very much better than others in some cases.

68,500. I hoped to get some information as to what you thought these men could live upon?—The place that I lived upon was 160 acres.

Lord Kenyon—continued.

68,501. Do you give that as a typical case?—They are very much like that in the district.

68,502. Do you think that people could live on smaller holdings than your own?—Yes, some have done so.

68,503. I know they have in times past, but I want to know whether they could now?—I cannot speak with certainty as to that.

68,504. Is there any demand for labour in the district?—There is great complaint at times for want of labour.

68,505. At harvest time?—Yes, harvest time.

Mr. Griffiths.

68,506. What was the cause of these houses coming down?—I cannot speak with certainty; I believe because they can do better without rebuilding them.

Mr. Brynmor Jones.

68,507. What parish are you in?—Llanerfyl parish.

68,508. Is there any game on the top of the mountains there?—Yes.

68,509. Is that part of the grouse moor?—The grouse come there sometimes. There are some farms in the district on which they are regularly.

Mr. Griffiths.

68,510. Do you know the gentleman who gave evidence just now by the name of Evan Lloyd?—Yes, I know him.

68,511. How large is his farm?—I do not know really.

68,512. Is it not somewhere about 30 acres?—I really do not know.

Lord Kenyon.

68,513. Is that in Garthbeibio parish?—Yes, in the parish of Garthbeibio.

68,514. This is a question by Mr. Vincent: "Why did you leave your holding"?—Because the buildings had become too dear, or else I would not have gone from them.

68,515. Is that the only reason?—That is the only reason why I left there.

68,516. Whose tenant were you?—When I went there first I was Lord Powis' tenant. I was Sir Watkin's at the last.

The witness withdrew.

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Mr. R. OWEN.

[Continued.]

Mr. RICHARD OWEN called and examined.

Lord *Kenyon*.Lord *Kenyon*—continued.

68,517. You are a tenant farmer and you live at Cann Office?—Yes.

68,518. In what parish is Cann Office?—Llangadfan.

68,519. Have you got a statement?—I have replies according to the numbers on the syllabus.

68,520. Do you wish that I should question you?—Yes.

68,521. What is the size of your holding?—Including sheepwalk, 1,300 acres.

68,522. How much of that is cultivated land?—About 300 acres.

68,523. What is your rent?—About 300*l*.

68,524. Is the sheepwalk limited?—There is a limit, but there is no fence around it.

68,525. There is a limit to the sheep?—We send according to the time of year, and according to the pasture on the mountain unlimited.

68,526. Do you wish your sheepwalk fenced or not?—Yes, I would prefer it.

68,527. How do the rents compare with sheepwalk farms surrounding you?—If there is a sheepwalk attached to a farm they generally consider that that farm is let cheaper than other farms without a sheepwalk.

68,528. Would you rather have a lease or a yearly agreement?—I prefer an agreement.

68,529. Do you understand your agreement?—Yes, I do.

68,530. And you are satisfied with it?—Quite satisfied.

68,531. Do you render any other services to your landlord than payment of rent?—In the agreement I have got to do a few days' team service, but I never do anything.

68,532. How is the rent fixed in your case?—We agreed at the time of taking, but it is a long time since I have taken the place.

68,533. Do you think that is a satisfactory way of settling it?—I do not know of a better way than for the two parties to meet together, the landlord and the tenant.

68,534. Have you received any abatements?—Yes, since 14 years ago.

68,535. And have you received any permanent reduction?—No, no permanent reductions—yes, there was a reduction in 1891.

68,536. The rent was lowered in 1891?—Yes.

68,537. How about the local rates, have they increased or not?—They are pretty fair in our parish. There is no school board there.

68,538. Has there been consolidation in your neighbourhood?—Very little, but there is some.

68,539. What has been the effect?—The farms have been made more convenient and easier to work.

68,540. And has it reduced the population?—No, I do not think so. In some cases there is a greater population.

68,541. Perhaps you can answer the question that I asked the last witness. What is the smallest sized holding in the parish of Llangadfan on which you consider a man could maintain himself and his family?—About 50 acres roughly. I cannot give a better answer.

68,542. Do the farmers borrow money to pay their rents?—I do not know of that. I have never heard of it.

68,543. Is there plenty of labour or not?—Rather shorter than formerly. They go to the works, and to South Wales, and to the towns, especially the young men.

68,544. Is there any waste or reclaimable land in your district?—No, I do not think it can be reclaimed in such poor times as the present.

68,545. Has arable land been laid down to pasture?—Yes, there is less ploughing than formerly.

68,546. Have the root crops increased?—Oh, yes, very greatly in my memory.

68,547. How are the improvements done in your district, what does the landlord do?—There are very few improvements made, but the landlords do all the buildings.

68,548. Do they do any draining?—Yes, many have drained. Many have drained without making any charge, others have made a charge of so much per cent.

68,549. Have the tenants or the landlords done any fencing?—The landlords do a good deal, but many tenants do too, especially those who take good care of their farms, and erect many fences.

68,550. Is there a custom of the country as to the outgoing tenant taking the crops?—In the case of an outgoing crop of wheat the old tenant would take half if sold at the end of the year; the outgoing tenant would have half of the crop.

68,551. And the sheep?—If the outgoing tenant and the incoming tenant cannot agree between themselves they have two men to decide between them.

68,552. Are there any freeholders?—Yes, a few.

68,553. How are they off?—Some are well off, others are just in the same position as tenants.

68,554. Do the farmers manage to pay their way without the labour of their children?—I know of many who are able to do so.

68,555. Do you know of any farmers who set up their sons in business?—Yes, that is quite usual with farmers, that they set up their sons in other farms.

68,556. What is your opinion of a land court?—Pooh! there is no reason in it whatever.

The witness withdrew.

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Mr. EDWARD VAUGHAN.

[Continued.]

Mr. EDWARD VAUGHAN called and examined.

Lord Kenyon.

68,557. You live at Llyssun Farm, Llanerfyl?
—Yes.

68,558. What is the size of your holding?—
570 acres without any sheep run.

68,559. Have you a sheep run?—No, I have
none.

68,560. You know the parish of Llanerfyl?
Well, I have been bred and born at Llanerfyl.

68,561. Will you tell me what is the smallest
size holding on which you consider a man can
keep himself and his family?—It depends upon
the quality of the land. I should say 50 acres
on the lowlands, but if you go to the hills
about 100 acres, I should think, he ought to
commence with.

Lord Kenyon—continued.

68,562. What would you consider the smallest
size on the upland part of Llanerfyl parish?
It ought to be 100 acres, sheepwalk and cattle
driving.

68,563. And, of course, in the lowlands much
smaller?—Fifty acres, I should say.

68,564. You heard the evidence of the last
witness, Mr. Owen, have you anything you want
to add to it?—No, I have nothing more to add.

Mr. Brynmor Jones.

68,565. You agree with him, do you?—I do.

68,566. Do you know whether Lord Herbert
of Chirbury was born at Llyssun Farm?—I
believe so. The Herberts did live at Llyssun.

68,567. They lived at the house?—Yes.

Mr. DAVID DAVIES, of Tynyfedw, called and examined.

Lord Kenyon.

68,568. Where do you live?—Tynyfedw,
Llangadfan.

68,569. I will take the same course with you
that I did with Mr. Edward Vaughan. You

Lord Kenyon—continued.

have heard the evidence of Mr. Owen, and you
agree with it?—Yes.

68,570. You have nothing else you wish to
say?—No, indeed.

The witness withdrew.

Mr. HENRY LESTER SMITH recalled and further examined.

Mr. Brynmor Jones.

68,571. With reference to Garthbeibio and
Llanerfyl, does Sir Watkin exercise actually
sporting rights over the mountains there? Is it
good shooting up there?—Yes, excellent shooting.

68,572. Is that part of the grouse moor that
we have heard about somewhere?—No.

68,573. Is it moor?—No. You have heard
no evidence at all to-day regarding the grouse
moor.

Lord Kenyon.

68,574. It is up at Llanbrynmair where the
grouse moor lies?—The grouse moor lies between
Cana Office and Llanbrynmair.

68,575. Has there been any extension of that
moor in order to allow further accommodation
for the grouse?—Not within the last 50 years
to my personal knowledge.

The witness withdrew.

Mr. EDWARD JONES called and examined through an Interpreter.

Lord Kenyon.

68,576. You are Mr. Edward Jones, of Upper
Hall, Meifod?—Yes.

68,577. Do you understand English?—No, I
wish to be examined in Welsh.

68,578. You wish to give evidence with regard
to the increase of rent on your father's improve-
ments at Llanerch?—Yes.

68,579. Will you state the facts of the case?
—In 1826, or about that time, my father took
Llanerch.

68,580. Where is that?—It is in Denbighshire,
on the boundary between Denbigh and Mont-
gomery.

68,581. In what parish?—In Llanrhaiadr
parish.

68,582. Llanrhaiadr Mochnant?—Yes, Llan-
rhaiadr Mochnant. The previous tenant failed,

Lord Kenyon—continued.

the rent was 30*l.*, my father took it at the same
rent. It was a big farm, all waste, mostly
waste, and my father on going there determined
to enclose a field every year. He set fences
round these fields, and drained what he required.
In two years' time after each enclosure the rent
was raised, and so it went on, as he was enclosing
from year to year, until 100*l.* had been added to
the rent, raising the rent to 130*l.*, and that was
altogether done on my father's improvements.

68,583. Who was the landlord?—Mr. Bonner
Morris.

68,584. Was this the enclosure of a mountain?
—No, the whole of this had been fenced round
before.

68,585. Then you have another case, I think,
Coedcowryd?—Yes, I took Coedcowryd on the

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Mr. E. JONES.

[Continued.]

Lord Kenyon—continued.

understanding that I should have a new granary and stable, and they did not want me to carry anything except coal to burn bricks. I carried 25 tons to burn bricks. After they were burnt the bricks were no use, and I had to carry 12 other tons of coal, and even these again were not worth anything, and I had to carry 30 more tons from Llansantffraid, and I had nothing for all this carting.

68,586. No buildings?—Oh, yes, I had the buildings. After I finished they were worrying me continually, wanting to raise the rent.

68,587. Whose property was this?—Henry Lloyd's.

68,588. Where did he live?—He then lived at Pentrehelin. I do not know where he is now.

68,589. Did they increase the rent?—No, I left.

68,590. Was the rent increased after you left?—No, it has been reduced.

68,591. Although the farm has improved?—Yes.

68,592. Have you anything further you wish to say?—No.

Mr. Brynmor Jones.

68,593. When did your father die?—About 20 years ago.

68,594. Was the rent of the farm that you have been referring to, that he had improved, 130*l.* when he died?—Yes.

68,595. Do you know what it is let at now?—I believe at the same sum.

68,596. You know the parish of Llanrhaidr pretty well, do you—you live there?—Yes.

68,597. Is that Welsh speaking?—Yes, entirely so.

Mr. Griffiths.

68,598. Was the rent risen entirely on your father's improvements from 30*l.* to 130*l.*?—Yes; the previous tenant had failed, paying only 30*l.*

68,599. Did the landlord erect any buildings on your farm?—Yes, he built a stable and a granary.

68,600. Did your father cart the stones for it?—Yes, he did.

Mr. Griffiths—continued.

68,601. Was he paid for so doing?—No, he was not paid.

Lord Kenyon.

68,602. This is a question by Mr. Vincent: "How long ago is it since you did the haulage on Coedcowryd"?—About 19 years ago.

68,603. They were very bad brickmakers were they not?—Yes, they failed to turn those out at all events.

68,604. Were they the brickmakers ordinarily employed on the estate?—The man used to burn bricks all over the country.

68,605. The repairs must have been rather expensive working with those people, I should think?—They used them inside the building.

Mr. Griffiths.

68,606. What distance did you cart those loads of coal from?—About 9 miles.

68,607. What do you consider it cost you for each load?—They charged for carting to Meifod 7*s.* 6*d.* a ton, and I had a very bad road from Meifod on.

68,608. Then it cost you 15*s.* a load, did it?—Yes, and there were turnpike gates as well at that time. I did not have that money repaid me.

Lord Kenyon.

68,609. Did you apply for it?—Yes, I did.

Mr. Griffiths.

68,610. Do you think doing away with the turnpike gates has been any benefit to the neighbourhood?—Yes, I prefer it as it is at present.

68,611. But do you think the whole neighbourhood prefer it?—Yes, I believe so.

68,612. Do not the millers and merchants now come with their waggons, and so on, along the road, and pay nothing towards the road?—I believe we have to pay less.

68,613. How do you account for that?—We use the road so very much.

68,614. That is the very reason why you should pay more?—We had to pay so very much then. We had three gates to go to market.

The witness withdrew.

Adjourned to Dinas Mawddwy.

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Mr. J. M. JONES.

[Continued.]

Magistrates' Room, Llanfair, Montgomeryshire, Tuesday, 11th September 1894.

Second Court.

PRESENT:

SIR JOHN TALBOT DILLWYN LLEWELYN, BART. (IN THE CHAIR.)

Professor RHŷs, M.A., LL.D.

Mr. RICHARD JONES.

Mr. JOHN MAURICE JONES called and examined.

Sir John Llewelyn.

68,615. You are Mr. John Maurice Jones?—
I am.

68,616. You are a tenant farmer at Math-
rafal?—I am.

68,617. Near Meifod?—Near Meifod.

68,618. The holding that you occupy is 295
acres, without a sheep run?—Yes, without a
sheep run.

68,619. It belongs to the Earl of Powis?—
Yes.

68,620. Will you be kind enough to tell us
the size of your farm?—It is about 300 acres.

68,621. Do you mind saying what the rent
is?—425*l*.

68,622. The country about which you desire
to give evidence is around Llanfair?—It is. I
have prepared a statement, if you will allow me
to give it.

68,623. I shall be very glad if you will
do so?—I do not know of any enclosures
in my neighbourhood, neither do I know of
any unenclosed land which might be cultivated
with profit. There are no rights of sheepwalk
in my district. I think matters are managed
best on large estates. Large landlords, as a
rule, can better afford to assist their tenants and
lay out more money on their farms than small
landlords. There are far more applications for
farms under large landlords, which proves that
large landowners are generally considered best.
It is a well-known fact that it is most difficult
to get a farm under such landlords as Lord
Powis and Sir Watkin; also when the landlord
lives in the same district as his tenants and
visits them and inquires into their wants, it
creates good feeling between landlord and
tenant. I do not think politics, religion, or
language make any difference between my land-
lord and his tenants. Most of the tenants can
speak English sufficiently to be understood, and
if not, every convenience is given them in the
way of interpretation. The time of entering
on a farm is March 25th. Agreements are most
common. I do not know of any case where
leases have been refused when asked for. I
consider the tenants are perfectly safe under
agreements. I do not object to my agreement,
for I know that the stricter clauses will not be
enforced if I do my duty as tenant. It is the

Sir John Llewelyn—continued.

custom to put them in agreements to provide
for bad tenants. Tenants are always given
copies of their agreements, which are fully ex-
plained to them before they are asked to sign.
Tenant's services are sometimes mentioned in
agreements, but rarely, if ever, made use of.
The rent is agreed upon between the landlord
or his agent and the tenant, both sides having
valued the farm previously. I have received
10 per cent. abatement annually from my land-
lord since 1880. The rent was also permanently
reduced in 1891, and since then I have received
an abatement of 10 per cent. in addition to the
permanent reduction. Large farmers can stand
out longer than small farmers against de-
pressed prices, because their stock is more
varied, and if one article is not saleable the
other may be. It is not usual to sub-let in
this district. The rents are payable half-
yearly, at Michaelmas and Lady Day, but are
not collected until the following January and
July. I have no doubt that payment is post-
poned when requested. Good farm labourers are
rather scarce, because the young men migrate to
large towns. I am of opinion that farm
labourers should have sufficient land to keep a
cow, providing that he has capital to buy one,
and also the wife capable of managing one. I
am also of opinion that as education advances
the wages of the farm labourer will increase,
as many parents at the present time are dis-
inclined to see their children do any manual
labour. The demand, therefore, for farm
labourers will be greater, and a higher wage
will have to be paid. The smaller professions
will be overstocked, and the young men will
naturally be glad to return to the soil. A good
deal of land has been laid down as permanent
pasture, owing to the low price of grain, and
to reduce expenses. Improvements are made
jointly between landlord and tenant, such as
new buildings, permanent pasture, grass seeds,
and manures, also tanks for liquid manure, &c.
Sheep are generally taken at a valuation, and
I should say that every incoming tenant should
be compelled to do so. No game is preserved
on my farm. There are very few freeholders
in this immediate neighbourhood, and generally
speaking they are not considered more fortu-
nate than a tenant under a good landlord.

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Mr. J. M. JONES.

[Continued.]

Sir John Llewelyn—continued.

Tenant farmers, their wives, and their children take an active part in the work of the farm, and are not as a rule paid wages, but when old enough and wishful to do business for themselves, they are either taken into partnership or given sufficient help to enable them to take a farm. I do not believe a land court is necessary. It would sever the good feeling which now generally exists between landlord and tenant, and I do not think it would be a better means of arriving at a fairer rent and removing grievances than the present plan adopted on the Earl of Powis's estate. I prefer laying my grievances and wants before my landlord or his agent, and I am sure they are most anxious and willing to assist me in every way. I should be very sorry to have any authority between us. I believe the chief cause of the present low prices is due to foreign competition. I may add that there have been manure experiments made on my farm, Lord Powis doing the fencing, and the County Council and the University College, Bangor, carrying them out. I believe they will eventually do a great deal of good. Dairy classes have also been held on this farm in 1893, and I believe were very successful. Further facilities for the disposal of our dairy produce must, however, be granted us before we can hope to hold our own with foreign countries. I believe a great deal of good may be done if farmers were instructed as to what is best to buy in the shape of manures and feeding stuffs. I think a great deal of the farmers' money is practically thrown away to make the fortunes of manufacturers; for instance, the essential thing in linseed cake is the linseed, and it would be better for the consumers if more of the latter were used and less of the cake.

68,624. You are a tenant under Earl Powis. Does he own most of the land in this neighbourhood?—Well, not most.

68,625. Does he own much?—Yes, a good deal.

68,626. With regard to one point which you have mentioned in your statement, do you think there is uniformity in rents of land of similar quality in the neighbourhood?—Well, he has not got much land of a similar quality—the value goes down below that.

68,627. It varies very much?—Yes.

68,628. Do you think the standard of his rents are about equal to the standard of other people's rent in the neighbourhood?—I think they must be better value, or there would not be so many people after them.

68,629. You think Lord Powis's takings are better takings, or else there would not be so many after them?—Yes.

Mr. Richard Jones.

68,630. Would you have any objection to the establishment of a land court for the protection of a tenant who is rack-rented?—I believe the land question will settle itself. This is what I have put down on paper—this is what I think of it, if you will allow me to read it: "The

Mr. Richard Jones—continued.

"majority of farmers' sons in Wales follow their parents' calling, and the demand therefore for land is greater than the supply. This keen competition for farms is taken advantage of by bad landlords, who sometimes put a higher rent on a farm than is just, and more than the tenant can pay. This evil will, however, right itself without the intervention of a land court, as eventually the landlord will have his farm, reduced in value, on his own hands, and will be obliged to let it at a fair rent."

68,631. I am taking the broad and general view of the question. You say it will right itself by-and-bye, but you see possibly it will not right itself until a lot of the tenant farmers have been ruined. That is so, is it not?—Well, it is our own fault. We have half the bargain to make.

68,632. But will you just answer my question. Is not that the case, that before it will right itself some of the tenant farmers will be ruined?—I cannot say that. I know it is very bad times, and I think, with regard to those landlords who do not help them, it is their loss equally as well as the tenants'.

68,633. Yes, but still, will you kindly answer my question. Is it not the case that before it will right itself some of these tenant farmers will have gone overboard?—That I cannot say.

68,634. You have no opinion to offer upon it?—No, I have not.

68,635. You see we have to take the effect upon the community in general. The community suffers, does it not, by farms being rack-rented?—Yes, there are some bad landlords, like bad everything else, there is no doubt.

68,636. It is in this way. If a tenant uses up his capital to pay rent, of necessity he has not the capital to cultivate the farm as he ought to. That is so, is it not?—Yes, I admit that there are a few, like everything else in this world.

68,637. And that really the land does not produce what it ought to?—Well, there are some cases; but few, I think.

68,638. Do you not think in cases of that kind that a land court would have a great moral influence, that it would enable a tenant farmer to treat with his landlord on better terms, even the very existence of a land court?—I do not say but what the keen competition for land will be as good then as it is now with any land court.

68,639. Yes, but it is in this way. The land court would not fix a competition rent; it would fix what you would call a fair rent, a rent that would enable a tenant farmer to pay for his place. The question of competition would not affect the fair rent at all; do you see that?—I do not see it. I see this, that it is like everything else, you have half the bargain to make, and it will level itself.

68,640. There is no need for a land court to be utilised in cases on good estates, say where an agent or a landlord lived on good terms with the tenant farmer. You see I am only stating it on behalf of tenant farmers who are on estates

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[Continued.]

Mr. Richard Jones—continued.

which are rack-rented. Would you have any objection to it?—I am afraid of this, that the court will never exist without having a payment from some one, and where will it come from unless it is from the landlords or the tenants?

68,641. I do not understand you?—For the court to exist at all it must be very expensive to meddle at all with such a thing.

68,642. No, not of necessity. A suggestion was made to us, it has been suggested over and over again, that an official valuer might act instead of a land court, a man paid by the Government such a salary that he would be perfectly independent of any private practice, and he would cover a big area. Do you not think a thing of that sort would be workable?—I have never found the need of it, speaking from my own experience.

68,643. You have not personally, very likely, but do you not think it is needful in other cases. Of course, everybody is not so fortunately situated as you are?—I cannot say that it is needful, not personally. There are a great many complaints, of course.

68,644. What is the present method of letting a farm on the Powis Castle Estate?—Both sides value the farm previously, the incoming tenant, whoever he may be, with his friends, and the rent is put up, and then it is reckoned how much per acre they can pay for it, and there is an offer made on those terms.

68,645. Which is made first, the offer by the tenant or the fixed sum by the agent?—What I have done myself has been to take the fixed sum by the agent.

68,646. And you are obliged to fall in with his terms or you would not get the farm?—No, there was a difference made in my case. I made an offer and they dropped a little.

68,647. They dropped?—Yes, a little.

68,648. What was the difference between you in the first instance?—10*l.*, and then it came to 5*l.*

68,649. You mutually agreed to 5*l.*?—We did.

68,650. You think that system is more satisfactory than anything else?—Well, I think it would be less expensive.

68,651. Have you ever been called upon to render these team services?—No, I do not know that I have, unless there is some difficulty about help in some way, or something like that. There has been nothing worth mentioning in that respect.

68,652. Was it in answer to an application that you got a permanent reduction in your rent?—No, I had not applied at all.

68,653. The landlord gave it to you without your asking?—Yes.

68,654. Was it done on the whole estate?—Yes, it was general. It was, in fact, I believe, at the time of the tithe.

68,655. Do you mean at the time of the tithe agitation?—No, at the time that the tithe was put on to the landlords, when the tithe was given in. That is what I had.

Mr. Richard Jones—continued.

68,656. It was reduced by the amount of the tithe?—Yes.

68,657. And you have had 10 per cent. in addition?—Yes.

68,658. Why do you think that large farmers are able to hold out better than small farmers?—Well, they do not put all their eggs in one basket.

68,659. But small farmers put in as many kinds as the large farmers, do they not, only the baskets are not so large?—No, they depend principally on one or two or three items, and the others depend all round, you may say.

68,660. Of course it would depend on what you would call a small farm, say a farm of 30 or 40 acres, that would be a mixed farm, would it not, to some extent carried on on much the same lines as a big farm?—No, I do not suppose it would. A man might perhaps only keep a couple of horses, and he would sell his foals and two or three cows and his butter, and that would be about all. You could not keep it stocked all the year round on that.

68,661. You think he could not keep sheep?—Well, it would be a very small number.

68,662. It has been frequently told us that small farmers have been able to hold out better, because, as a rule, they did the work themselves?—I am sorry to say that in our immediate neighbourhood they are worse off than others.

68,663. That is your experience?—Yes, that is too true.

Professor Rhys.

68,664. You said there was great difficulty in getting a farm on the Powis estate?—It is a well known fact that to get a farm worth anything it is a difficult thing.

68,665. What is the reason?—The number of applications for them.

68,666. What about the number of vacancies?—There are very few, as a rule.

68,667. Is that owing to the order of succession, or owing to what?—No, it is the keen competition for them, I believe.

68,668. How do they become vacant?—Well, it is generally some one retiring. There are very few that go on, I believe on an average, who take them.

68,669. But when one dies?—If there is no relative to succeed him I believe the farm is thrown open.

68,670. But as a rule the same family continues to hold?—If it is possible I believe they do.

68,671. And that reduces the number of vacancies?—I believe so.

68,672. That is one reason why there are so few vacant?—Probably.

68,673. Do you mean to say that most of the farmers' sons go on farming?—Yes, they do. They remain at home, and that is where I think the rub comes in with us; there are very few, comparatively to what there are in England, who go to any profession or any trade.

68,674. Is that your belief about the state of things here?—Yes, that is my firm belief.

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[Continued.]

Professor Rhys—continued.

68,675. That very few go away to the professions or to the trades?—Very few indeed, I believe.

68,676. We heard a different account, I think, in some districts. As to those that go away, what do they take to mostly?—They are generally successful, I believe.

68,677. I mean, what trade or profession do they take to?—Such as grocers or drapers, I think, principally.

68,678. Are any farmers' sons able to get educated to be lawyers or doctors or ministers?—Yes, there are a few that go as ministers, but very few doctors, I believe.

68,679. Not many doctors?—Not many doctors.

68,680. Is it too expensive for a farmer to become a doctor?—I do not know what is the reason, but there are very few that are.

68,681. Are the farmers able to help their sons now to get into professions as much as they used to. Is there any difference?—I cannot go very far back as to that.

68,682. Do you remember things being different?—I remember this, that the times have been better than they are at present.

68,683. No doubt. What is your remedy? We were told the other day that it would be a good thing to have duty on everything excepting corn—all foreign things?—I am afraid that will never come to pass.

68,684. Do you think that is a good thing?—Well, it is better left alone, I think; it will be no use dreaming of that.

68,685. You mentioned just now something about agricultural experiments on your farm?—Yes.

68,686. Could you tell us a little more about that?—It is the second season that it has been done.

68,687. By whom?—By the County Council jointly with Bangor College.

68,688. What have they done?—They have tried six different manures. It has been done each year and the farmers seem to take an interest in it too.

68,689. It is not your own farm?—It is the farm I occupy.

68,690. Has that been a success, do you believe?—I believe it will do good.

68,691. Have you had any lectures in this neighbourhood?—Well, I believe we are going to have more.

68,692. Are they successful?—Very.

68,693. What language are they given in—in English?—In English.

68,694. Do most of the people here understand English?—Yes.

68,695. What do they talk in your neighbourhood?—The rising generation are principally English.

68,696. And the older people?—They are generally Welsh.

68,697. Can they also talk English?—They are generally Welsh.

68,698. Can they also talk English?—Yes, they can, but not very well.

Professor Rhys—continued.

68,699. What is the name of your farm?—Mathrafal.

68,700. Is not that the name of a very important ancient place?—It is.

68,701. What remains have you of that, I should like to know. Have you any remains of any important buildings or anything of that sort?—There is part of the old castle; there are the ruins there.

68,702. There are the ruins of the old castle?—The moat round them, or something of that sort, but there are none of the walls up; only the foundations are left.

68,703. But you can trace the moat?—Yes.

68,704. Was it a large place?—Yes, I think it was.

68,705. Was it once the seat of the Princes of Powys?—I believe it was.

68,706. What else is there that is ancient. Is there anything ancient about the farmhouse?—No, that has been built recently. The grounds of the castle have been left undisturbed for that very reason; I believe the late Lord Powis would not allow it.

68,707. Can you tell me anything more about it. I do not want to waste the time of the Commission, but it is rather interesting. Is there anything more?—No, not that I am aware of.

Sir John Llewelyn.

68,708. There are two questions handed up by Mr. Owen Wynne: "You are quite satisfied with the landlord and his agent"?—I am.

68,709. "Do you think a third party is required to settle between landlord and tenant as to rent, any more than such a party is required to settle between buyer and seller at a fair"?—No, I do not think so. I should rather do my own business in a free country.

68,710. Do you not think it would be a good thing to mark foreign meat?—Well, I think it would, and it would be a bad thing for the butchers.

Mr. Richard Jones.

68,711. Of course, you are looking at it from a farmer's point of view?—Yes, I am.

68,712. Just one question. Why do you think the tenant farmers' sons in Wales stick on the farms more than they do in England?—Well, I am afraid we are a little too clannish. I think education will alter that. That is the reason I have to give.

Sir John Llewelyn.

68,713. I would like to ask one question myself. Do you think that the competition for farms is keener now than it used to be?—It is quite as keen in Wales, if not keener. I believe if there was more capital it would be keener than ever.

68,714. I suppose the difference between good landlords and bad landlords is nothing new. Probably there used to be both in olden days?—Yes, and I am afraid there always will be.

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[Continued.]

Professor Rhys.

68,715. I suppose for the reason that there are bad landlords and that there always would be bad landlords, you would like to have some arbitration or means of settling with them?—I think if I had a bad landlord I should leave his farm for some one else if I could not get on.

Sir John Llewelyn.

68,716. You say that is a thing which would right itself?—That is my opinion.

68,717. Did it right itself in the past?—I cannot say.

Mr. Richard Jones.

68,718. But, of course, in the interests of the community, it is a bad thing that farms should

Mr. Richard Jones—continued.

be vacant?—It is, but these bad landlords must go to the ground—they must go to the dogs, and they will very soon go too, I believe.

Mr. Richard Jones.

68,719. Of course, we have to look beyond the landlords, and we have to look at it from a national point of view.

Sir John Llewelyn.

68,720. Are there any farms derelict or vacant in the country?—I do not know of any of any note anywhere. There is something that is unmanageable or unreasonable if there are.

68,721. As a matter of fact, do you know of any?—I do not.

The witness withdrew.

Mr. EDWARD MORRIS called and examined.

Sir John Llewelyn.

68,722. Have you a statement of your evidence?—Yes.

[The following statement of the witness was read.]

Evidence of Mr. Edward Morris, Frongoch, Llanfair. I formerly lived at Dinnant, Berriew. I was there 23 years. I left there about 15 years ago. It was in a bad state when I went there. The rent was 105*l*. I worked very hard for three years to get the place into a good state. At the end of the three years I had notice to quit. This was done to advance the rent. I had invested a deal of labour and all my little capital in the place, and was compelled in consequence to submit to the payment of 15*l*. advance in the rent. I paid 120*l*. for 20 years. I left, and although I had done much to improve the place, I had no compensation for any improvements when I left. I worked hard, late and early.

I went afterwards to a farm called Tynypant, Manafon. It was overrun with game. The game was let to a gentleman named Hounsfield, who lives close to the farm at a place called Glyncogan. He is a Justice of the Peace for this county. My loss on account of ravages from game was very great every year. I complained to my landlord from time to time. It is impossible for any tenant to keep ground game down unless he has access to the woods on the farm. No one, except he who suffers, has any idea of the annoyance and loss a farmer sustains by game.

68,723. That is your statement?—Yes.

68,724. Have you anything to add to it. Is there anything more that you wish to say?—No, not to that.

68,725. Will you give us the name of the landlord of Dinnant, Berriew?—Mr. Roger Goodwin.

68,726. Is he alive or dead?—He is dead.

68,727. Who owns it now?—Mr. Roberts, his son-in-law.

68,728. The rent was 105*l*., what was the acreage?—116 acres of open land.

Sir John Llewelyn—continued.

68,729. Was there any mountain land?—Yes, there was some woodland, about 30 acres.

68,730. And had you the run over that?—Yes, but there was nothing in it. This was all open to the farm.

68,731. In addition to the 116 acres?—Yes.

68,732. With regard to the other farm, Tynypant, Manafon, who was the owner of that?—Mr. Buckley Williams when I took it, and then Mr. Buckley Williams died. His son had it after, Mr. Rees Buckley Williams. Then Mr. Rees Buckley Williams died.

68,733. He was the owner of Tynypant, Manafon?—Yes.

68,734. He died?—Yes. Now, Mrs. Jones, of Cefnbryntalch, the eldest daughter of Mr. Buckley Williams, is owner of it.

Professor Rhys.

68,735. Have you availed yourself of the Ground Game Act?—The Ground Game Act is very good, but it is not followed.

68,736. Why do you not carry it out?—You cannot when you are a tenant living at a farm, and the woods are all shut up by this man that comes to be joint tenant with you. The landlord is not willing to have one tenant only; he wants two. I took the farm to rear produce to pay my way, and the landlord let my farm to another tenant to rear game to eat it.

68,737. But you know the law gives you power to kill the ground game?—Yes, but the woodland is all under his control. The tenant dare not put his foot in it, and then the game is hatched in there, and they come out and eat all your produce.

68,738. Your complaint is that you cannot keep them down?—No, I have no chance to do it in that manner.

68,739. You have complained to your landlord?—Yes, I did.

68,740. And you sent in a bill for compensation for damage?—I left there these four or five years.

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MR. EDWARD MORRIS.

[Continued.]

Professor Rhys—continued.

68,741. Did you use to do so?—Yes, I prayed my best, but I never had a penny.

68,742. You never had anything?—No.

68,743. Did you get him to look at the damage?—Yes; but this man who has lived there now, Mr. Hounsfield, came to live at the hall after Mr. Rees Buckley Williams, and I was living there eight years with him. He was the next neighbour, and then he took the game—so much an acre for the farm altogether.

68,744. But you see your complaint would be against your own landlord, would it not?—To be sure, and I had never anything for it. I did complain, but I had nothing for it.

68,745. Did you ever get anybody to value the damages? Did you ask?—No, I never got anybody to value. I was getting this man, Mr. Hounsfield, to see it, and he came and he got all the game in the place—our game, so to say—and he would put all the game in the woods and never kill any of it until October, and so the produce would be all spoilt.

68,746. Then you were obliged to leave?—Yes.

68,747. On account of this game?—Yes, I could not suffer it any longer.

68,748. Was the farm let after you left?—Yes.

68,749. Do you know anything about the farmer who is there now, and how he gets on?—It is worse now than when I was there.

68,750. How does he get on?—Very bad.

68,751. Does he get compensation for it?—No, not a penny.

Mr. Richard Jones.

68,752. Are you aware that you cannot claim compensation for damages done by ground game?—No, not in that way, I suppose. The landlord was saying to me, "Why do you not kill them?"

68,753. Did you ask his permission to go into the wood?—Yes, many times.

68,754. And he refused it?—Yes, you dare not put your foot into it.

68,755. What were they, rabbits?—Yes, rabbits.

68,756. Who is the owner of Dinnant now?—Mr. Roberts. He is brother to Mr. Roberts, Dallas.

68,757. Is he a large landowner?—The old man is alive now. His wife is dead.

68,758. But is he a large landowner?—No.

68,759. Who is the tenant now, John Lloyd?—Yes. There have been a good many tenants there. There have been three sold up, and they are now letting it as piece land.

68,760. Have they been advertising the place a good deal?—Yes.

68,761. I think I have seen it in the papers for some time. Are there any sheepwalks?—Yes.

68,762. How many acres of sheepwalk?—About 20; some fields and that go together.

68,763. Would you consider that 1*l.* an acre was a reasonable rent for such land situated in that neighbourhood?—Too much, a deal.

The witness withdrew.

Mr. Richard Jones—continued.

68,764. I believe that the Buckley Williamses were great sportsmen?—Yes.

68,765. How did you get on under Mrs. Jones, Cefnbryntalch?—She let the game to Mr. Hounsfield.

68,766. Yes, she let the game to Mr. Hounsfield. The Buckley Williamses shot over the place themselves?—Yes. The old gentleman, Mr. Buckley Williams, kept hounds then, and you were free to go where you liked, so long as they should have the birds; you could kill the rabbits as much as you liked. But now you cannot go into the woods; they have been preserved all round.

68,767. Have you anything to complain of against Mr. Hounsfield as an adjoining tenant. Does he damage your corn, or do anything like that?—No, he was a very tidy fellow indeed if he had killed more rabbits.

68,768. He did not kill those?—No, he was a very nice man to live by—very nice.

68,769. Does Mr. Roger Goodwin own any quantity of land or not?—No, only Dinnant.

68,770. Are the Buckley Williamses large landowners?—Yes.

68,771. They have a good deal of land, but Mr. Roger Goodwin only owned that one farm?—Yes, he only owned that one farm.

68,772. What is your view about the game? Do you think the tenant should have all the winged game and the ground game?—No; I should like to have the liberty of going after the rabbits in the woods and all.

68,773. You would like the liberty of going into the woods. You do not want any of the winged game, and so long as you have the liberty of shooting the rabbits and hares in the woods you would be satisfied?—If I could have liberty to go after them I should do very well.

68,774. But you would admit, would you not, that there should be a limit to the preservation of winged game?—Yes; but I do not believe in this preserving of the woods and leaving all the game to fill up the woods. If they fenced the woods and kept the game inside them, I think that would be right.

Sir John Llewelyn.

68,775. If you had permission to go into the woods, surely you would find that other people would claim the permission to go on to your land?—Yes.

68,776. And, therefore, perhaps it might not be a practical remedy. Did you ever apply for wire fencing to fence out the wood from your land?—Yes, many times.

68,777. And you could not get it?—They would give me some little tiny bit, but it was no good.

68,778. You could not get it?—No, could not get any but a little.

68,779. Then your real and practical remedy would be, that if the owner has the game in the woods he should keep it in the woods?—Yes, that is so.

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MR. EVAN MORRIS.

[Continued.]

Mr. EVAN MORRIS called and examined through an interpreter.

Sir John Llewelyn.

68,780. You are Mr. Evan Morris?—Yes.

68,781. What is it that you wish to say?—I have a statement written out.

68,782. Do you wish it read?—If you please.

[The following statement of the witness was then read.]

Evidence of Mr. Evan Morris, Cefncoch Issa, Llanllugan. I am a farmer, living at Cefncoch Issa. A good deal of land has changed hands in the parishes adjoining Llanllugan.

This land was bought at too high a price. Consequently the tenant suffered, as the landlord had to charge a high rent to get interest on his outlay. I will also give general evidence as to the state of agriculture in my district.

68,783. Will you state anything further that you would like to say? I have a note here that you will give evidence as to rack-renting on Nantycæ, Glyndwr, Dwyriw, and other farms. Consequent hardship and suffering of tenants and their families?—I think that the worst instance within my knowledge is the land that has been sold between 1865 and 1875, and that buying and selling has been injurious both to the buyer and to the tenant to this day. The places that have been named were places that were sold during that brisk time, that has done injury to several families in those neighbourhoods. I believe that many of them are more reasonable in regard to rent now than they have been some 30 years ago. I do not know that I have anything much more to say, unless there are questions to be asked me.

Mr. Richard Jones.

68,784. By whom were these places sold, Nantycæ, Glyndwr, and Dwyriw?—The name of the seller was Jones, and the man who bought them was a man who was called in these neighbourhoods the Rev. Levi Rees Jacob.

68,785. I believe that Mr. Jacob had a bad reputation as a land speculator?—Yes, he shook a great many places in this neighbourhood, and a great many families too.

Professor Rhys.

He means shook their credit, I suppose.

Mr. Richard Jones.

68,786-7. I should think he means oppressed?—Yes, oppressed.

68,788. How long would he retain the property in his own hands after buying the

Mr. Richard Jones—continued.

property?—Two years, or one in some cases, just according to how he succeeded in getting a stranger who was foolish enough to buy them.

68,789. As soon as he bought a place he raised the rent?—Not so much himself. I have myself been living under him the five first years, and he bought that farm, but he did not raise the rent for me. It was 35*l.* that I paid, but to an Englishman who came from the lower country (that is from Lincolnshire or anywhere in England) he used to say that I paid 50*l.*

68,790. Did he sell your place to any Englishman?—Yes.

68,791. How would he have fared?—They believed him rather than I, to this day that I paid 50*l.*

68,792. You do not know of any instance where he raised the rent for the purposes of sale?—Not so much of that, but he had recourse to stratagems of different kinds. I remember with regard to Dwyriw that during the time of one of those dry years, about 30 years ago, there was at the bottom of Dwyriw a bit of food for beasts to be found, although everything else had been burnt up, but belonging to Dwyriw there was an extensive mountain land, without any animals having grazed on it during the spring or early summer. The pasture was so scarce in the lower parts, but the grass had grown on the mountain as it had in the earlier months of summer, without any grazing being done upon it. I think he brought from 70 to 80 head of cattle to the mountain, and in the meantime he got a man from Manchester, who was selling bread, to come there, and he bought this mountain land under the impression that people managed to live there.

Mr. Richard Jones.

68,793. What happened after?—The man built a house there, and he tried to live there a year or two, but he died on the road, and his wife and children became chargeable to the Union as paupers.

68,794. Do you think that Mr. Jacob had purposely done that, in order to deceive this man who sold bread?—He was successful in his object, anyhow. I do not think he was very scrupulous as to how he attained it.

68,795. Did a good deal of property go through his hands?—A great deal—many farms.

68,796. And of course this continual change in the property created a sense of insecurity among the tenants?—Yes.

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Mr. E. WATKIN.

[Continued.]

Sir John Llewelyn.

Is that gentleman alive now?

Mr. Richard Jones.

No, he is dead.

Sir John Llewelyn.

68,797. Two questions are handed in by Mr. Owen Wynne: "Do you not think if you buy a horse or beast at too high a price, you have no one to blame but yourself"?—No, I do not suppose that we have in some respects.

68,798. "What is the difference between buying animals and buying land"?—The land

Sir John Llewelyn—continued.

affects other people. There is an effort made by the purchaser who buys at a heavy price to obtain his interest on the money, and I think a great many suffer in consequence of that.

Professor Rhys.

68,799. What was the name of this gentleman. Do you call him the Rev. Mr. Jacob?—Yes.

68,800. He was a Hebrew, I think?—Yes, a Jewish clergyman.

68,801. At any rate he was descended from a Jewish family?—Yes.

The witness withdrew.

Mr. EVAN WATKIN called and examined through an interpreter.

Sir John Llewelyn.

68,802. Do you understand English?—No.

68,803. Is this your statement?—Yes.

68,804. Has your evidence been translated to you in the presence of one of the Commissioners?—Yes.

68,805. Is this your statement?—Yes.

[The following statement of the witness was read.]

Evidence of Mr. Evan Watkin, Frongoch, Llanllugan. I am a farmer living at Frongoch, Llanllugan. Sales have taken place at the following farms within the last 12 months or so. Gwynydd, Draen, Gwaenmagle, Tynewydd, Cefncoch Inn, Tyncoed, Upper Mill, Fron, Sychnant, Smithy Farm. These farms are all within a radius of a mile of my farm. The sales were due to the great depression in agriculture. The farmers could not meet their liabilities and were accordingly sold up. In most places distresses for rent were put in by the landlords.

68,806. Have you anything to add?—No, but I think I should have been sold up also, if I had not had children at home working for me for nothing.

Mr. Richard Jones.

68,807. On whose property are these farms. We will go through them *seriatim*. Who owns Gwynydd?—Mr. Beck.

68,808. Then who owns Draen?—Mr. Beck.

68,809. Gwaenmagle?—I am not sure whether it is Mr. Humphreys of Berriew. Messrs. Morris and Marshall are the agents.

68,810. Would it be Mr. Humphreys of the Rectory, Berriew, or his representatives?—Perhaps somebody here knows who it is.

Sir John Llewelyn.

68,811. You do not know yourself?—No, I do not.

Mr. Richard Jones.

68,812. Who owns Tynewydd?—Colonel Herbert.

See 68,907 and 69,023. 68,813. Cefncoch Inn?—I believe it is Mr. Swindells. Mr. Kelly is the agent.

Mr. Richard Jones—continued.

68,814. Tyncoed?—Mr. Herbert.

68,815. Upper Mill?—Mr. Thomas Gethin.

68,816. Fron?—The man owns it himself who occupies it. Mr. Conchie is the mortgagee.

68,817. Sychnant?—That is owned by themselves also—by the occupiers.

68,818. Smithy Farm?—Mr. Herbert.

68,819. Are those farms which have changed hands, that is, so far as ownership is concerned, of late years?—Some of them.

68,820. Would you say that all the tenants of those farms were industrious and thrifty, making the best of their farms?—I think I can say that of them all. I cannot be certain of the man who kept the public-house.

68,821. How do you account for their failing?—Bad times. They could not come up to the demands made on them.

68,822. Was the rent too high?—Yes.

68,823. Who distrained on these places where freeholders were?—I think it is the one who claimed the money in one place at least—that is to say the mortgagee.

68,824. At which place was that—the Fron?—Yes, the Fron.

68,825. You say Mr. Conchie is the mortgagee?—Yes.

68,826. Who distrained at Sychnant?—I am not sure how things went there. There was a sort of dispersion of things there somehow.

68,827. Will you tell me the name of the freeholder of Sychnant farm?—David Williams held the Sychnant.

68,828. Were there a good many mortgagees of the Sychnant who lent money there?—I do not know.

Sir John Llewelyn.

68,829. I see one of the farms you mention is Cefncoch Inn. Is that a farm or a public-house?—Farm and public-house.

68,830. How big was the farm at Cefncoch?—It is a pretty big farm. I am not certain of the acres. Perhaps it is from 60 to 70. One thing I should like to say also: the landlord came forward in these distresses and took his share

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Mr. E. WATKIN.

[Continued.]

Sir John Llewelyn—continued.

leaving the shopkeepers to take their chance. There is a small shop near my land, on a field of mine, and the losses there now reach over 80*l*. Those who keep the shop have a young family—a lot of children.

Mr. Richard Jones.

68,831. You think that a landlord should only claim as an ordinary creditor, that is, the same as every other creditor?—That is my opinion, and it is a pity that people like those I refer to get

Mr. Richard Jones—continued.

nothing. These people have their bread from the shop.

Sir John Llewelyn.

68,832. The following question is put by Mr. Owen Wynne: "Had you or your family any thing to do with the shop"?—No, nothing, except that I used to buy at the shop. It is situated on my field.

Professor Rhys.

68,833. Do they pay you rent?—No, the rent is paid to Mr. Herbert.

The witness withdrew.

Mr. C. H. BECK called and examined.

Sir John Llewelyn.

68,834. Where do you live?—At Upton Priory, Macclesfield. I own the Draen and the Gwynydd.

68,835. Whose evidence is it that you wish to rebut; that of the last witness?—Yes, of the last witness.

68,836. That is Mr. Evan Watkin. What is the statement you wish to rebut?—I wish to say that in the case of the Draen I bought the whole of the tenant's stock, and I farmed the farm for nine months, and then I had the sale. He had nothing whatever to do with it. He had left the farm nine months before, and the whole of the stock was mine, and I paid him the full valuation for everything I had. I may say that the valuation came to about 60*l*. more than the rent that was due to me.

Professor Rhys.

68,837. He was not bankrupt?—With regard to the Gwynydd, I think it was something about 60*l*. that the tenant owed, and I recovered about 20*l*. The tenant drove the cattle away off the farm before the distress.

Mr. Richard Jones.

68,838. You got 20*l*. and the other creditors got nothing?—Probably. I do not know who got the remainder of the stock. It was driven away, probably the tenant got it.

68,839. How long have you been in possession of the Gwynydd and the Draen?—They belonged to my father. I should think they have been in the family about 30 or 35 years.

The witness withdrew.

Mr. NATHANIEL DAVID THOMAS WATKIN called and examined.

Sir John Llewelyn.

68,853. You are Mr. Nathaniel David Thomas Watkin, of Penarth, Llanfair?—Yes.

68,854. Have you a statement to make?—I have.

68,855. Will you kindly give it?—Yes. I live at Penarth, Llanfair, and am a farmer. I

Mr. Richard Jones—continued.

68,840. What is the rent of Gwynydd?—Gwynydd is 40*l*. a year.

68,841. And the acreage?—I cannot tell you exactly.

68,842. What is the rent of the Draen?—The Draen was then 45*l*.

68,843. And the acreage?—I could not tell you exactly, but something over a couple of hundred acres.

68,844. What is the rent of Gwynydd now?—The same.

68,845. 40*l*.?—40*l*.

68,846. What is the rent of Draen?—The Draen is 35*l*. now.

68,847. You have reduced it 10*l*.?—Yes, I have reduced it 10*l*.

68,848. Was the tenant of Gwynydd in arrear for some time?—He was. He was in arrear for several years. He was the son of the previous tenant, or else I should not have let him get into arrear so much.

68,849. Would you say he was a man who made the best of the farm?—No, I should think he made the very worst. It certainly cost me over the 20*l*. I recovered to repair the fences on it for the new tenant.

68,850. Do you think that he had sufficient capital to go on with it?—No, I do not think that he had.

68,851. Not at the start?—No, I do not think he had.

68,852. Then was it owing to his being related to the previous tenant that you let the place to him?—Yes, he was the son of the previous tenant.

have been engaged in farming all my life. I know the agricultural district round Llanfair well. I have a knowledge of the tenants of the different farms, and of the rents which are usually paid in the district. It is my opinion that at the present time rents are too high, being fixed

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Mr. N. D. T. WATKIN.

[Continued]

Sir John Llewelyn—continued.

on a protection basis. We have it on the authority of Mr. Thomas Ellis that rents went up 40 per cent. during protection days. Since that time the rents in this district, in the majority of cases, have never been reduced. All that the farmers have received to enable them to meet bad times have been abatements, which, of course, did not interfere with the rates of the holdings. These abatements are totally inadequate to meet the alteration in the times. The effect of the corn laws was that all available land was brought under cultivation, but now with low prices or corn the same land has been laid down to grass. Land under grass would not produce one-fourth of land under the plough, as is generally admitted. Still we have to pay the same rent, rates, and taxes. The corn laws were supposed to provide a uniform high price, while the rearing of stock now is subject to great variation. For instance if we have good prices for two years, the next two or three years are followed by low prices. Another class of farms were those which have changed ownership during the last 25 years. The old tenants were swept away without any compensation or consideration. The rents were also advanced to the new tenants. Doubled in some cases.

Insufficiency of Abatements—In my opinion, 10, 15, or 20 per cent. is an insufficient abatement. I do not believe in abatements at all. It should be a permanent reduction of at least 40 per cent. Land that is let in the parish at 1*l.* an acre is only worth 12*s.* an acre. I know an instance of a farmer who has been farming for eight or nine years, and who told me that he had a legacy of 150*l.*, and that it had all gone to meet his liabilities.

Precarious Position of Tenants.—Necessity for fixity of tenure. Where land has changed in this neighbourhood the old tenants have invariably had to go without compensation or any consideration whatever. Their places were taken by Scotch and English farmers. I know a farm in the parish of Berriew, Llidiardau, the rent of which was originally 63*l.* It was taken by a Scotchman about 25 years ago, and the rent was advanced to 200*l.* He was there about four or five years. The present tenant now has the farm at 70*l.* a year. The effect of this is to prevent farmers spending the money on improvements, and the unfairness of a man having to spend his own money on a farm, and then to be turned out without compensation. The methods adopted by farmers to meet their liabilities are: A farmer and his wife works for nothing. Children are also kept at home and work for nothing. It is a very common thing, in order to meet the rent, to ignore tradesmen's bills, and neighbours very often bail each other in the bank for rent.

Squatters.—In the 18th century many cabins were built on the commons and land enclosed. The squatters were induced to pay a nominal rent to the lord of the manor, which, as the land was improved, was gradually increased. I know of a case of this kind, Penllwyn, in the parish of Manafon, where the tenant was induced to pay

Sir John Llewelyn—continued.

1*s.* 6*d.* a year, which was in time advanced to 3*l.*, then to 6*l.*, and afterwards to 8*l.*, when it was sold to Mr. Beck, and the rent advanced to 10*l.* There are many other similar instances. This is only one instance out of scores. The old tenants describe this conduct without hesitation as robbery.

Game Laws.—In my opinion the Ground Game Act has been of great benefit to the tenant farmers of this district. I think, however, that the game laws should be entirely abolished, as some landlords are in the habit of letting their sporting to strangers, which generally produces friction and unpleasantness with the tenants. In more than one instance I know of strangers taking the sporting, and the tenants' dogs were poisoned and cats destroyed wholesale. I know of a number of tenants who would be willing to give evidence but for fear of the landlord.

Remedies.—I pass over minor points, but I am very much in favour of a conciliation court, as suggested by Mr. Humphreys Owen, which would be for the readjustment of rent, with a land court with compulsory powers behind that.

68,856. Have you anything to add to that?—Nothing at present that I think of.

68,857. What do you mean when you say that the game laws should be entirely abolished, because the game law as it stands gives all the game to the occupying tenant, the sitting tenant?—It gives the ground game, the hares and rabbits. What I meant was that the landlord should not let the game to strangers.

68,858. That is what you mean, that the landlord should not let the game to strangers?—Yes. Tenants never have any objection to the landlord himself shooting over the land.

68,859. Then you would prevent the occupier parting with the game for a consideration to his landlord?—I should object to the landlord letting the game to strangers.

68,860. Sub-letting it?—Yes, sub-letting it; to have two tenants on the same property.

68,861. That is what you mean?—Yes. Perhaps I have, without thinking, put it too strongly when I say that the game laws should be abolished.

68,862. It should be generally understood that the law of England at the present time is that all the game belongs to the occupier, unless he makes a contract parting with it in terms to the owner or to anybody else?—I did not know it.

68,863. That is the case. The usual thing, of course, is for the landlord to reserve the game?—Yes.

68,864. But that is a bargain, generally speaking, for money's worth to the tenant?—Yes.

68,865. However, I only want to get at what is in your mind; what you think is that it ought not to be let by the landlord after it has been reserved by him to another party?—Yes.

68,866. You said in regard to one matter "For instance, if we have good prices for two years, the next two or three years are followed

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Mr. N. D. T. WATKIN.

[Continued.]

Sir John Llewelyn—continued.

"by low prices." Do you think a sliding scale for rents would be feasible?—No.

68,867. You also say in your statement: "Where land has changed in this neighbourhood the old tenants have invariably had to go without compensation or any consideration whatever." Are you conversant with the Agricultural Holdings Act?—I have had nothing to do with it, any more than that we live under it.

68,868. Have you studied it?—No, I have not recently. I saw it when it came out first, but I have forgotten the provisions mostly now.

68,869. It was an attempt at all events to deal with consideration and compensation?—Yes.

68,870. Do you think it is not generally known in this country?—I think in cases where it is required we could get at its provisions.

68,871. Do you think it is of much use?—I do not think it is. By reason of the fact that the Act is in force, I think most of the landlords admit the provisions under their agreements.

68,872. The very next paragraph in your statement is, "Their places were taken by Scotch and English farmers." Are Scotch farmers generally shrewd men or not?—They were shrewd enough to leave this country pretty soon.

68,873. You think they were not as successful as Welsh tenants?—Well, they went. All of them have gone without exception, nearly.

Professor Rhys.

68,874. Why do you think they went? Did they find that it would not pay?—The rents were advanced double, as I have stated here, and of course they could not pay.

68,875. You mentioned just now something about the tenants being afraid to come forward. I think, to give evidence?—Yes.

68,876. I should like to hear a little more about that. I want to know whether it is a mere impression of yours, or whether you have any facts to go upon?—I have spoken to a number of tenants, and they were making complaints of one kind and another, and I said, "Why do you not come before the Commission?" They said they would never get any favour from the landlord again if they did.

68,877. That is what they said?—That is what they said.

68,878. Are those big farmers or very small farmers?—All kinds of farmers, as they are in our neighbourhood.

68,879. What is the biggest farm in your neighbourhood, might I ask you, about how much is the rent?—100*l.* to 150*l.* I should think would be a pretty good average. Of course there are occasionally farms that go higher.

68,880. And farmers of various grades in that district have been telling you that they were afraid to come forward to make any complaints?—Yes.

Professor Rhys—continued.

68,881. Would those be farmers on small estates?—Some of them on small estates and some on large estates.

68,882. Do you think they were justified in having those fears?—Hardly, I think.

68,883. But they have them, you say?—They felt it, anyhow.

Mr. Richard Jones.

68,884. You said in answer to Sir John Llewelyn that you thought a sliding scale was not feasible. Do you object to a sliding scale on principle, or do you think it is unworkable?—I think it is unworkable, the changes would be too often.

68,885. You think the scale would be difficult to work?—Yes.

68,886. Is there any reason why you think it would be unworkable?—Not that I know of. It would be difficult to fix on the scale—that is the greatest difficulty.

68,887. That is to fix on the average?—Yes.

68,888. There is a great deal in that, because there is this to be said, that there is a great difference between the highest price of a product and the lowest price of a product?—Yes.

68,889. And how are you going to get the average?—It would be difficult.

68,890. It would be difficult, because if a man raises the very best product he ought to be entitled to the best price for it?—Yes.

68,891. And if a man raises a poor thing, he only ought to have the price of the poor thing?—Yes, quite so.

68,892. The prices vary so much. I should think there would be another point, would there not: it would be necessary for a farmer to keep very correct accounts?—It would.

68,893. And farmers, as a rule, do not keep accounts?—They do not.

68,894. You say that there should be a permanent reduction of at least 40 per cent. in the rents. Do you think that the price of stock and produce has reduced 40 per cent.?—I believe so, taking things all round.

68,895. From what date would you think prices have reduced 40 per cent.; would you fix any particular period within which they have reduced 40 per cent.?—I say in the commencement of my statement, rents have advanced 40 per cent. in the earlier half of the century, by the result of the action of the corn laws. Those corn laws have gone, and I think that now prices have come to their normal condition, the rents should be reduced accordingly.

Sir John Llewelyn.

68,896. There are two questions handed in by Mr. Owen Wynne: "On whose estates are these farms that have been mentioned"?—Which farms does that refer to?

68,897. Where the tenants were turned out without compensation?—There are a great many

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Mr. JOHN WILLIAMS.

[Continued.]

Sir John Llewelyn—continued.

estates. The land had passed through the hands of the Mr. Jacob that the previous witness referred to.

The witness withdrew.

Mr. JOHN WILLIAMS called and examined through an interpreter.

Sir John Llewelyn.

68,899. Is this your statement?—Yes.

68,900. Are you willing that it should be read?

—Yes.

[The following statement of the witness was first read in Welsh and then in English.]

Evidence of Mr. John Williams, Chapel House, Adfa.

I am 59 years of age. I was the tenant of a place called Tyhir, in the parish of Manafon, the property of Major Corbett then. My rent at the time of taking was 18*l.* per annum. The property was shortly afterwards sold to Mr. Beck, a gentleman from Macclesfield, and the rent was advanced to 50*l.* I paid the rent for years. My uncle, Jeremiah Williams, lived at an adjoining farm, called Dolgwynfelin, which was also owned by Major Corbett. The rent paid was 55*l.* per annum. This property was also sold to Mr. Beck, who advanced the rent to 150*l.* This amount was paid for years. I believe the rent of the latter has been reduced since. My father, John Williams, lived at Plashelig formerly, the property of Mr. Woosnam, of Newtown. The rent he used to pay Mr. Woosnam was 35*l.*, and it was considered quite enough. After Mr. Woosnam's death the place became the property of his brother, a clergyman in Staffordshire. Mr. Powell, of Llanidloes, was appointed agent, and came over to see the place and advanced the rent to 45*l.* My uncle, my father, and myself, paid these advances, because we had laboured upon these places, and hoped things would improve, and were anxious not to break up our homes.

68,901. Have you anything to add to that?—I feel that the land is too dear. A brother of

The witness withdrew.

Sir John Llewelyn—continued.

68,898. "Would you be willing to accept a reduction of 40 per cent. for what you have to sell?"—I have had to take it.

Sir John Llewelyn—continued.

mine and myself used to work at home with my father; we were living fairly comfortably, and when we went away we left our father there himself. As he was advancing in years and was beginning to have to pay a good deal in wages he could not pay the advanced rent, although we had had but little from him to start ourselves. After he had failed like that, the landowner came to take possession of what there was for the arrears, the advanced rent. So he was obliged to turn out, and was forced to become a pauper, chargeable to the Union. That is what I feel generally among these mountains of Wales, that the land is so dear that the parents can give very little to their children after they have worked for them.

Mr. Richard Jones.

68,902. What was the date when Mr. Beck bought this place, Tyhir?—I do not remember exactly, some 21 to 23 years back.

68,903. Was it after a valuation that it was raised to 50*l.*?—I cannot say. At the time the land was let Mr. Beck died. Then the land went to the hands of Mr. Mickleburg, the agent of the trustees.

68,904. Was it really then Mr. Mickleburg who fixed the rent?—Mr. Beck had fixed the rent before.

Sir John Llewelyn.

68,905. Then your contention is that the rent ought not to be raised on any improvements done by the tenant?—Yes.

68,906. But if those improvements are paid for by the agent, what then?—I am willing that that should be so.

Mr. JOSEPH KELLY called and examined.

Sir John Llewelyn.

68,907. What is it you wish to state?—I am Joseph Kelly, of Bleak House, Llanllugan, near Newtown, and if you will allow me, I wish to rebut a statement made by Mr. Watkin, of Frongoch, first. I have no doubt that he did not do it intentionally, but it was a great mistake. I am agent for the Cefncoch estate. He said we had a sale. So the tenant said, but we did nothing of the sort.

Sir John Llewelyn—continued.

68,908. You wish to rebut the evidence of Mr. Evan Watkin, of Frongoch, about the sale of farms. Which of the statements made by Mr. Evan Watkin do you wish to rebut?—He said that there was a sale which took place at Cefncoch Inn, on the farm belonging to Mr. Swindells, of which I am agent. There was no sale taking place at all there. The tenants began to take to excessive drinking, and they

See 69,023
-69,036.

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Mr. J. KELLY.

[Continued.]

Sir John Llewelyn—continued.

were very indolent, and they ran away, and, so far as I am able to judge, I believe they have taken the full value of the stock-in-trade and furniture, amounting to at least 150*l.* They paid me the rent and there was no sale whatever.

68,909. There was no sale at Cefncoch Inn?—No, no sale as Mr. Watkin said.

68,910. Is Mr. Watkin in the room still?—Yes, I believe he is. [Mr. Evan Watkin came forward].

68,911-2. Do you wish to rebut anything else?—No, nothing beyond that. I do not think the man did it intentionally; he might have done it in his confusion, as he was talking about several other farms from which the tenants ran away. There was really no such thing in the case of this farm.

68,913. Then you rebut that statement, that there was a sale at Cefncoch Inn?—Yes, I do, entirely.

68,914. There is a question handed in by Mr. Woosnam: "Do you know it to be the fact that the tenant at Cefncoch Inn did not pay all his creditors"?—Yes, I believe he ran away to defraud the creditors.

68,915. You do not know that. You only think so?—Yes.

Sir John Llewelyn.

(To Mr. Evan Watkin.) I should like to know whether you wish to say anything upon this statement?

Mr. Evan Watkin: Only that they became bankrupt, like the rest, and ran away, and this Mr. Kelly took possession of it.

(To Mr. Evan Watkin.) Mr. Kelly has rebutted, and said there was no sale at Cefncoch.

Mr. Evan Watkin: I was not sure, but they had been selling them. There has been a sale on the property of the goods somewhere.

Witness: That is not correct.

68,916. Do you wish to say anything further, Mr. Kelly?—Yes. I have been agent to the Cefncoch estates, Montgomeryshire, for 16 years. The rents of the following farms on the estate, when I became agent in 1877, were as follows:—The Cefncoch farm rent was 99*l.* 10*s.*; the Beuduhir farm rent was 60*l.*; the Tybach farm, 35*l.*

68,917. What is the present rental of those farms?—The present rental is as follows:—Cefncoch farm, 60*l.*; Beuduhir farm, 55*l.*; Tybach farm, 30*l.*; Rhosyddgwynion, 17*l.*; a reduction of 49*l.* 10*s.* on the estate. A new house and farm buildings have been built at Rhosyddgwynion and no extra rent charged. A new set of buildings are to be erected at Beuduhir at once, and no extra rent to be paid. A new set of farm buildings has been erected at Tybach farm. An abatement of 10 per cent. has been made in the rent almost from the date of my appointment. Other landlords in the district

Sir John Llewelyn—continued.

have given 10 and 12½ per cent. abatement for several years past.

68,918. On whose property is this?—Mr. George Swindells, of Macclesfield. I consider that for the last 10 years the land tax and the income tax have been very high. When all disbursements have been made, the return on an outlay of 8,369*l.* made 20 years ago seldom exceeds 100*l.* per annum. The farms are kept in good repair.

68,919. Have you any other statement to make?—No, I have no other statement to make.

Mr. Richard Jones.

68,920. Is this Cefncoch Farm where the Inn is?—Yes.

68,921. When was it reduced to 60*l.*?—Last March. It was vacant last year, after the tenants ran away.

68,922. Did the tenant that ran away pay 99*l.* for it?—No, 72*l.*

68,923. When was it reduced to 72*l.*?—It was reduced to 72*l.* about 12 years ago now, I should think.

68,924. How many acres of land are there?—72 acres.

68,925. What did you put per acre on the land?—1*l.* per acre we put on it when we let it before, but now it is let on a lease for 60*l.*; nothing for the house, 1*l.* per acre for the land.

68,926. Did you advertise the place for sale before that?—Yes.

68,927. How long was it advertised in the papers?—I advertised it several times. It was vacant until July, and it was let from July last year to March this year.

Sir John Llewelyn.

68,928. Is there a public-house upon it?—Yes, there is a public-house upon it, but there was a caretaker in, one of the old family that had occupied it for over 20 years before, the son of the present tenant.

68,929. Did you find a difficulty in letting it owing to the public-house being upon it?—No, no difficulty at all. The difficulty is the distance from the markets and the railway; that is the only difficulty I found.

68,930. Did you get many applicants?—Many.

68,931. But they would not give the rent?—They did not object to the rent; they objected to the distance from good markets and from the railway station. That was their objection.

68,932. Then you got applications from people who did not know anything about the neighbourhood?—I did.

68,933. In what papers did you advertise?—I advertised in the Welshpool paper and in the "Shrewsbury Chronicle."

68,934. You did not state in the advertisement the distance from those places you mentioned?—No, I did not. If you will allow me, I should like to suggest one thing to you, gentle-

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Mr. J. KELLY.

[Continued.]

Sir John Llewelyn—continued.

men, that would be a great benefit to the farmers and labourers in this country, and a decided benefit to the people in large towns. I have been amongst the people in large towns, and I have been for six years in London, and very nearly 20 years in Manchester, and I employed a great deal of labour in Manchester. I should suggest that if a duty were put on cattle—I will not say corn, because they will not hear of it—they would be very much benefited by it, because if you take 19 out of 20 men among the working classes, they spend all their surplus money at the public-house, and if you were to take a little of the money from them to pay the farmers for what they produce, they would not come to their untimely deaths so soon.

68,935. Do you not think it would be better to shut up the public-houses?—No, we could not transact business. You may say that the working man when he works for his money has a right to spend it in what way he likes, but I know as a fact when I was employing men that I generally used to have five to ten men more than I wanted because they would not work their full time; they would never work their full time in a week, or scarcely ever; they would always perhaps lose the first day or two, or the end of the week, and you would scarcely know when they were coming to work. To corroborate my statement you will find that there are a number of people, if you get the statistics, fined in large towns for drunkenness. You know where

Sir John Llewelyn—continued.

it goes to; it goes to the public-house. If you would give the benefit of that to the farmer you would do a very great benefit to agriculture generally. I am now speaking of the people in large towns, mind you; I do not say anything about it in this neighbourhood, or in small places, it is the large towns. For instance, 56 years ago when I first went to London, the wages were 6d. per hour, and bread was 3d. a lb., tea 5s. a lb., sugar 8d., and so on. Now look at the men's wages; their wages are more than half as much again since then, and they have a great deal more surplus money to spend.

68,936. Do you not think people are getting more sober than they used to be?—No, it is in this way. The Bands of Hope do a great amount of good with children, but when they grow up they break out—it is something like the Sunday School—so long as they are at the Sunday School, and so long as they are young it is all right, but when they get into the world it is all forgotten.

Mr. Richard Jones.

68,937. Does what you say apply to the district about here?—No, not at all.

68,938. But you are speaking with regard to towns?—Yes, they are a sober lot of people about here, and they are very industrious people. I am speaking of the large towns, Manchester, Liverpool, Birmingham, London, and the large towns like that.

The witness withdrew.

Mr. EDWARD JONES called and examined.

Sir John Llewelyn.

68,939. This is your statement, is it not?—Yes, that is part of it.

68,940. Are you willing for it to be read?—Yes. I shall be glad to answer a few questions or to add a little to it.

68,941. By all means. I will ask you afterwards whether you have anything to add to it, but this is your general statement?—Yes.

[The following statement of the witness was then read.]

Evidence of Mr. Edward Jones, Llawnt Issa, Manafon. It is my opinion that the rents in this district have been exorbitant for the last 20 years. As an instance Tymawr, Cwmdail, Coeducha, Llawnt. My father was the occupier of Tymawr. The rent was 40l. a year. The place was sold, and the new landlord raised the rent to 80l. My father refused to pay the additional rent and left. Two tenants were at the place in the course of next year. The rent has now been reduced to 40l. for several years. The tenant who was at Tymawr before my father failed there.

Cwmdail: This place was held under a lease at 7l. a year. It was bought by the same person who bought Tymawr. When the lease was up the rent was raised to 14l.

Sir John Llewelyn—continued.

Coeducha: This place was originally 12l. a year. It was afterwards sold and the rent raised to 30l. or 32l. a year, I am not certain which. It has now been reduced to 15l. Three tenants failed there before it was reduced to 15l.

Llawnt: My father before his death had this place for about 52 years. The rent was originally 40l. It was sold about 25 years ago. 10 acres were taken from the farm, and the rent raised to 56l. 8 acres of draining was done by the landlord, and 5 per cent. was charged on the outlay. Since the late landlord's death the present owner has built a small addition to the buildings, and raised the rent 30s. towards the cost. There has never been any per-centage allowed since the commencement of the agricultural depression. When my father gave up the place I applied for it at a reduction. The reply was that it could not be reduced when it was under 18s. 6d. an acre.

During the last two years a number of farmers within a radius of two miles of my farm have totally failed, and their effects have been sold under distress. A number of small farms have within my recollection been put with the larger farms. I can give instances of a number in our parish. I am the only remaining tenant within a two-mile radius of my farm.

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Mr. E. JONES.

[Continued.]

Sir John Llewelyn—continued.

Every other farmer has been removed with the exception of myself.

68,942. You wish to add to that?—Yes, there is one mistake put down there in regard to the advance in rent of the land. It should be 45*l.* instead of 56*l.*

68,943. "Ten acres were taken from the farm, and the rent was raised to 56*l.*"?—To 45*l.* it should be, if you please.

68,944. Is there anything else you wish to say?—There is nothing important. About 25 to 30 years ago there were several farms sold in the neighbourhood, and the tenants had to leave without any compensation at all.

68,945. I suppose they were sold to small landowners?—Yes, well, they are all small farms round yonder generally. I occupy just 100 acres, and I am adjoining in my tenancy with six different landowners.

68,946. Are any of those six landowners big landowners, like Sir Watkin or Lord Powis?—No, none at all.

68,947. You think that the small landowners have been increasing the rent in a commercial spirit, and have not done as the large landowners have?—No, I do not think they have. The two largest owners that adjoin me are Mr. Beck and Colonel Herbert.

68,948. Have any of these farms been bought by the tenants adjoining you?—Two were bought adjoining me.

68,949. How have they got on?—Well, they are dear, and some at a little distance from me have failed. I have the names here which I can give you. The farms were sold 25 or 30 years ago. I think the majority were bought by that gentleman whom the witness referred to, Mr. Jacobs, and he brought Englishmen up there with the intention, I think, of driving the Welshmen out of the neighbourhood. I do not intend going over the mile and a half outside where I live at all. In the course of that time there were 11 Englishmen who came up, and they went away bankrupt in the course of five years or so.

68,950. I do not think there have been many instances of Jewish gentlemen dealing with the land, have there?—Only that one.

68,951. You do not know of any other?—That is the only instance I know of.

68,952. We had one instance in Denbighshire?—He has been the cause of many families being ruined.

Mr. Richard Jones.

68,953. Who was the landlord who bought Tymawr?—Mr. Beck, the father of the present Mr. Beck.

68,954. I should think according to the evidence we have had that Mr. Beck advanced the rents of every place that he bought?—He doubled them.

68,955. All within your knowledge?—Yes, he advanced that to 80*l.*, it was 40*l.*

68,956. He doubled the rent?—Yes, he advanced it by 40*l.*, and two tenants had it after

Mr. Richard Jones—continued.

several years, and it was let at that rent for several years before it was reduced back again.

68,957. What is your remedy for this state of things?—Well, I am a very poor one to suggest anything. I cannot see, but what there should be some kind of a conciliation court, because there are so many of these bad landlords. I should be very sorry to interfere between landlord and tenant, because it is a very unpleasant thing to do. Every landlord should have a right to manage his own land because it is his own, but still farmers in yonder neighbourhood are on the brink of ruin; I can say that from my own experience, and there should be some kind of a conciliation court.

68,958. To protect the tenant?—Yes. In the case of my father's farm, he was there for 52 years, when it was at 40*l.* rent, and 10 acres were taken from it and the rent advanced 5*l.* Eight acres of draining were done, and 5 per cent. added for that, and since the Tithe Act has been passed now it is 55*l.* tithe free with the 10 acres taken from it, from what it was in old times, when my father talked about giving up, but he thought the farm was so cheap. There were plenty of applications for it, but I had no chance. I can say that there are plenty of small farms in the neighbourhood now from 10 to 30 acres where men are working for their living—sober, industrious, hardworking men, and getting good wages. I can say it for granted, and can prove it if necessary, that those men do not have a meal of bacon nor fresh meat once a month during 6 months out of 12 in the year in order to keep themselves level with the world, and to pay for their farms. I have been talking with them in their houses, and you will not see a bit of meat there whenever you go—that I can say.

68,959. Do they not ever kill a pig?—No. I know a farmer who has not killed a pig in three or four years.

68,960. And they do not buy bacon?—No, they do not generally—very rarely.

68,961. What food do they get?—Generally bread and butter and tea, sometimes a red herring; and they work hard at their day's labour, and get good money. I can prove it if necessary, and they durst not speak because others would be after their farms directly.

68,962. How are the children dressed?—They are dressed fairish. The farmers labour and work hard to keep up their family and keep up their homes.

Sir John Llewelyn.

68,963. You fare better than that yourself, do you not?—Well, I am 50*l.* out of pocket these last two years myself, and I have told my landlord so. I am under three landlords, and it is very difficult to complain, because the one might put the matter on to the other.

68,964. You are under three landlords?—Under three landlords. One is a bye-take of five acres, on which the little cottage has been taken down, and another is 21 acres.

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Mr. E. JONES.

[Continued.]

Sir John Llewelyn—continued.

68,965. Do you lose, and are you out of pocket on it all?—I cannot say. I farm them altogether, and then it is very hard to say.

Mr. Richard Jones.

68,966. Does the same agent manage them all?—No, they only own some small quantity. Seven acres is all that that one owns, and another one owns 75 acres and a few houses, I think. Another lady in London owns a couple of farms of 25 acres, besides this one which I hold. I have not seen her since I went there a couple of times in several years, and the same with the agent. He sends for the rent, and sends down by post.

Professor Rhys.

68,967. How much is the acreage of all your holding—100 acres?—No, it is 70 acres, five acres, and 21 acres.

68,968. That is 96. That is all you hold?—Yes, that is all I hold.

68,969. What is the rent?—The 70 acres is 40*l.*, the other one is 5*l.*, and the other one is 18*l.*

68,970. You pay 63*l.* altogether, then?—Yes, but I have got the five acres reduced—well, I do not pay it. I have refused to pay, at all events, more than 4*l.*

68,971. Then, are you reduced to 59*l.* altogether. Is that it?—Yes. They do not promise to reduce it.

68,972. But you got an abatement?—Yes, off the 5*l.* farm. I got it down to 4*l.*

68,973. Then you got 1*l.* off?—Yes.

68,974. So that you pay 62*l.* still?—Yes. They pay the tithes now that the new Tithe Act has come in, and they allow about 10 per cent. I always have my time to pay. I should say this, that wherever a landlord would do that, it would be a great advantage to the tenant.

68,975. What is that?—To let him pay when he had it ready.

68,976. If the landlord would allow the tenant to pay when he is ready?—Yes, and not compel him to pay on a certain day.

68,977. There are landlords who do that to my knowledge, but they cannot get the rent even then?—I admit that. You are quite right; but I must say that I have never had notice in the course of the eight years for the rent.

68,978. Do you consider that is exceptional in this country?—Oh, no.

68,979. Do you mean to say that most landlords do not give you that time?—Only they are bound to. I saw a notice for the rent for one neighbour of mine that 12½ per cent. would be allowed, provided the rent was all paid on the day of audit, and 7½ per cent. provided the rent was paid by the 1st of October. I consider that worse in the case of a man who gets behind than when a man is well off.

68,980. What sort of land have you got? It comes to less than 15*s.* per acre on the average, does it not?—I have thirty acres of common land.

Professor Rhys—continued.

68,981. What is that good for? Is it good grazing land?—It is good for grazing mountain ponies.

68,982. That brings the rest down to what—what should you say was the value of that?—It does not pay me over about 6*l.* a year—that 30 acres does not. I have to pay the rates.

68,983. That pays you about 6*l.*, you say, and that brings you down to 66 acres of other land?—Yes.

68,984. That brings the rent for that down to 57*l.*?—Yes.

68,985. You have 66 acres of other land, for which you pay about 57*l.*?—Yes.

68,986. That is rather less than 1*l.* an acre. What sort of land is that 66 acres?—It is fairish arable land for the part of the country that I live in.

68,987. What sort of farmers would those be that have such hard fare as you mentioned just now?—They are small farmers—on small farms.

68,988. Of about what acreage?—From 10 to 25 acres, something of that sort.

68,989. Then, would you say that the labourers live better?—Yes, I have no doubt about it.

68,990. The labourers live better than the small farmers?—Yes, but still when a man gets into a farm he does not like to give it up when he can pay any way—he hangs on to the last, for the sake of having a drop of milk for the children, and a bit of butter, some are not better off than a common labourer.

68,991. Do labourers try to get on small farms?—Yes.

68,992. And they sometimes succeed?—Very likely. There are no small farms about my neighbourhood—they have all been added to larger holdings.

68,993. You say that the fare is very hard?—Very hard. I call it hardship in one sense. I am sure that paupers, and so on, do not live as hard as some of those that I refer to.

68,994. Do you think they are able to work as well as they would if they were better fed?—No, not to stick to it; it is impossible.

Sir John Llewelyn.

68,995. I have three questions to put to you which are handed in; one is from Mr. Woosnam: "Do the farmers suffer much damage from game in your district?"—Well, not quite around there; some do, but not many.

68,996. Do you yourself?—No. I consider that the only complaint is by the farmers as to the sub-letting of their game, and the farmers have not full authority to destroy them.

68,997. The following question is put by Mr. Owen Wynne: "Mr. Jacobs was a perfect stranger to this country, was he not?"—He was.

68,998. "And a land jobber?"—So far as I knew about him.

Professor Rhys.

68,999. But you got to know him pretty well, did you not?—Many did get to know him. I was young in those days. He did not trouble me much.

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Mr. C. H. BECK.

[Continued.]

Sir John Llewelyn.

69,000. Mr. Owen Wynne also asks: "You own three farms you say. Is not this a kind of consolidation?" You hold under three landlords?—I hold one farm, and two by-takings.

Professor Rhys.

69,001. Is not that a case of consolidation, of adding one field to another, when other people would like to have a small farm?—Well, the house has been taken down; there are no dwellings on them. Then it is not my fault.

69,002. Who took them down?—They were taken down before I had possession of them. One lived in what we call a hovel—an old shed is what they used to live in on the 21 acres.

Mr. Richard Jones.

69,003. If you did not take them, I suppose someone else would take the three?—Yes, very quickly.

[Sir John Llewelyn.]

69,004. I understand there are no habitable buildings on those other takings, so that you do not call it consolidation?—No, there are none at all. There was an old house when I took possession years ago on this five acres, and my landlady's father was acting as agent then, and he

The witness withdrew.

Mr. C. H. BECK re-called and further examined.

Sir John Llewelyn.

69,013. You wish to rebut a part of the evidence of the last witness, I understand. What Mr. Jones said with respect to Tymawr was that his father was the occupier of the tenancy; the rent was 40*l.* a year; "The place was sold and the new landlord raised the rent to 80*l.* My father refused to pay the additional rent and left. Two tenants were at the place in the course of the next year. The rent has now been reduced to 40*l.* for several years. The tenant who was at Tymawr before my father, failed there." That is all he said with regard to Tymawr?—I wish to say that my father died in 1872, and I began to manage the estate in 1880. At that time I found that the rent of Tymawr was 60*l.*

69,014. You say then that it was 60*l.* and not 40*l.* when you came into it?—When I came in it was 60*l.* with an abatement of 20*l.* for manure.

69,015. Very well then, that brings it to 40*l.*, but 20*l.* was allowed for manure?—After that, in 1880—a few years ago, we sold the farm, but the tenant did not wish to leave us, and he left the farm and took another farm of ours—a larger farm. I may say he was a Nonconformist and he replaced a Churchman.

69,016. Then when the new landlord raised the rent, that was not you?—When I first

Sir John Llewelyn—continued.

told me to pull it down, and to help to erect a new building for me on the land.

Professor Rhys.

69,005. There is an instance, you see, where a house was pulled down in which a labourer might have lived?—Certainly, and have been glad to have it, but some years ago he objected to repair it, and the tenant who took it as a bye-take, had to employ workmen who had to stay in it in some way for some years.

69,006. Is there a dearth of cottages for the labourers who work on the farms about there?—Not about yonder; they are all taken down.

69,007. Is there a dearth I said?—Yes, there is a scarcity of cottages.

69,008. Of small holdings?—Yes, of cottages with small holdings.

69,009. They want a place to keep a cow in?—Yes.

69,010. There is a scarcity of such places?—They are all taken down.

69,011. There is not much of the Wynnstay Estate round about you, I suppose?—No, none at all.

69,012. There are a great number of houses on the Wynnstay Estate of that sort, I think?—Yes.

Sir John Llewelyn—continued.

remember it in 1880 the rent was 60*l.* a year, and 20*l.* was returned for manure.

Mr. Richard Jones.

But you are not in a position to rebut the statement of Mr. Jones.

Professor Rhys.

I do not see that you are in a position to rebut anything.

Sir John Llewelyn.

The witness modifies it to that extent, that the rent was 60*l.*, less 20*l.* for manure.

Witness: Yes, I think Mr. Jones put it that until recently the rent had been reduced to 40*l.*

Mr. Richard Jones.

He says the rent has now been reduced to 40*l.* for several years.

Professor Rhys.

69,017. Then you say for a number of years?—Yes, for 14 years.

Sir John Llewelyn.

69,018. Are you the owner?—Yes.

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Mr. E. CHAPMAN.

[Continued.]

Mr. Richard Jones.

69,019. You are really not in a position to rebut the statement that the rent was raised from 40*l.* to 80*l.*?—I am not in a position to deny that, but what I am in a position to say is that it was only 40*l.* in 1880, 14 years ago. I would like to say with reference to a question which one of the Commissioners asked—I think he rather inferred that all the farms on—

69,020. Is this a rebutting statement. You are now giving evidence only to rebut what the last witness has said. You have explained this point. I understand that what you are now going to say is not really so much a rebuttal as an explanation of it?—I only wish to make an explanation with regard to the raising of rents which was suggested to have taken place on my father's estate. I may say he died in 1870, and we had for several years after that (I was quite a small boy then)

an agent who was paid commission on some of the rents, and consequently some of the farms were put up to higher rent than they ought to have been, but that we have altered now, and they have been reduced.

Mr. Richard Jones.

69,021. As a matter of principle, you would object to paying agents by commission?—I should.

Sir John Llewelyn.

69,022. And you are rectifying what you consider was an error in the past?—Yes.

Mr. Edward Jones: You will understand this, that it was two years before he came into possession after my father left, and there had been two tenants in the first year, and perhaps he had to reduce it to 60*l.* I know it was 80*l.* when my father gave it up.

The witness withdrew.

Mr. EVAN CHAPMAN called and examined.

Sir John Llewelyn.

69,023. Are you a tenant farmer?—We are at Moydog at present—my father and I are joint tenants.

69,024. You wish to rebut something or another?—Yes. I am not a very good English speaker, but I will do the best I can. Mr. Kelly said that the tenants of Cefn Coch ran away.

69,025. Cefn Coch Inn?—Yes, that they ran away with the value of 150*l.* with him. I beg to say they did not. I can prove it. I am sorry to say that the Missis of Cefn Coch was a sister to my mother.

69,026. They ran away where?—To Denbigh first, I think. A distress was put in for rent, and instead of awaiting the sale they went to a dealer of the name of Mr. John Lewis.

69,027. Had he left the place at this time?—No, he was at the place at this time.

69,028. I thought you said he had gone to Denbigh?—Yes, but not at the time that the distress was laid in. He went to Carno to Mr. John Lewis, and asked him to come there to bring sufficient stock to pay the distress instead of having a sale, and Mr. Lewis came, and he bought the stock of Mr. Thomas Griffiths.

69,029. Mr. Lewis came and did what?—He bought everything in the way of animals, creatures—he bought everything.

69,030. All the stock?—Yes, all the live stock. I think the money paid to him was 30*l.* over, what was coming to the landlord. 30*l.* was paid for the live stock. There is another

Sir John Llewelyn—continued.

witness here; he made a sale as referred to before.

69,031. Who made the sale?—Mr. Woosnam on our behalf. 20*l.* out of the 30*l.* was paid to Mr. Woosnam to our credit, so that he had only 10*l.* He went to Denbigh and set up butchering. It was not very much. He came back to Welshpool, and he had three children crying, and he had nowhere to go. I had the waggon in town, and I brought them home along with me.

69,032. Are they brothers or sisters of yours?—Their mother was sister to my mother. I brought them home to Moydog, they had nowhere to go and not a halfpenny.

69,033. That does not in any way rebut what Mr. Kelly said. Mr. Kelly did not enter into anything with regard to that?—Yes, he said they ran away with 150*l.* in their pockets of other people's money.

69,034. You say it was only 10*l.*?—Yes. As a tenant, I should like to say a word or two, if you will allow me, for a minute.

69,035. No, we cannot take any fresh evidence; we can only hear rebutting evidence from you?—Very good.

Mr. Richard Jones.

69,036. Do you know whether Thomas Griffiths owed anything to anybody besides Mr. Thomas Kelly as agent or landlord?—He owed us 30*l.*, which we had to pay in clear money, besides other money which he owed us. We had to pay 30*l.* in the bank over him.

The witness withdrew

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MR. E. HOWELLS.

[Continued.]

MR. EVAN HOWELLS called and examined through an interpreter.

Sir John Llewelyn.

69,037. This is your evidence, and it has been translated to you in the presence of one of the Commissioners?—Yes.

69,038. Are you willing that it should be read?—Yes.

[The following statement of the witness was then read.]

"Evidence of Evan Howells, formerly of Frongoch, now of Foel, Llanfair.

See 68,980
and 75,896
-75,432.

I was formerly tenant of Frongoch, in the parish of Llanllugan. Landlord, Colonel Herbert. Rent, 90*l*. Acreage, about 200. I occupied the farm for eight years. There was an agreement, but I have not got it now. My landlord took 20 or 30 acres from the farm, and put it to another farm. This was about five years after I went there. About two acres of it was also taken by him and planted. No compensation was made to me for these things, or any reduction made in the rent. The two acres were about as good as any land on the farm. A garden and a building site were also taken from the farm, and no compensation or reduction in the rent allowed. This was done without consulting me. According to the agreement at the time of taking the farm, I was to have the use of two rooms in the hall which is connected with the farmhouse, but I was not allowed the use of them afterwards. The agent called to see the agreement which I had, and when it was returned the clause relating to the two rooms had been obliterated. I eventually sold up. I also put up some new grates in another house called Dolyfardyn, and I was promised that if I produced a receipted bill, the amount would be allowed to me. No amount was ever allowed me.

69,039. Who was the agent?—This last agent, do you mean?

69,040. Yes?—Mr. Birtles. The reference made there to Dolyfardyn was before I entered Frongoch.

Mr. Richard Jones.

69,041. Who was the agent of Colonel Herbert, Frongoch?—It was Mr. Birtles that let it to me.

69,042. Who was the agent who you allege altered the agreement?—Mr. Birtles. I had taken rooms, part of Frongoch Hall, which were to be added to my farm.

69,043. Which agent drew up that agreement with you?—Mr. Birtles.

69,044. And was it Mr. Birtles whom you afterwards sent the agreement to, and by whom it was returned altered?—He brought it to me to be signed.

69,045. Then when you allege it was altered it had not been signed?—I had signed the agreement, and it was about three months subsequently that he came. I did not understand till I had signed that he had taken the parlour and the bedroom from out of the agreement.

69,046. What use were you going to make of these two rooms in the hall?—The parlour adjoined the kitchen, with a bedroom above.

Mr. Richard Jones—continued.

69,047. Were you supplied with a copy of the agreement after you had signed?—No.

69,048. Did you ask for one?—No, he said that I should have one at some time subsequently, but I never did receive one.

69,049. Had you a copy of your agreement to take home with you to read before signing?—No, I had not.

69,050. Did the agent read the agreement over in your presence before signing it?—No, he did not. I signed it there.

69,051. Then how do you know that there was a clause in the agreement that he was to have two rooms in the hall?—He told me.

69,052. Did he say that it was in the agreement?—Yes.

69,053. And you signed it then?—Yes. Why should he bring me another agreement afterwards?

Professor Rhys.

He means the altered one, I suppose.

Mr. Richard Jones.

69,054. Have you put your signature to more than one agreement?—I signed two agreements.

69,055. You say: "I was eventually sold up"?—I sold myself. They did not sell me up.

69,056. Why did you sell?—In order to pay.

69,057. Did you clear off all your creditors?—Yes.

69,058. This statement should be altered then; instead of "I was eventually sold up," it should be, "I sold my effects"?—Yes, it was I who sold.

69,059. You found the rent too high, I suppose. Was that so?—Yes, a good deal.

69,060. What is the place let at now?—The rent is just about the same still.

Professor Rhys.

69,061. The rent in your time was 90*l*., was it not?—Yes.

69,062. And the acreage was 200?—I cannot tell for certain. There was more or less; probably there was more.

69,063. But that looks a very low rent; was it poor mountain land?—The mountain land was cold wet land.

69,064. How much good land was there, do you know?—There was no very good land, but with regard to the fairly good land there were about 30 acres of dry land.

69,065. Is there any good land in Llanllugan?—I cannot say that there is good land, but there is fairly good land.

69,066. Does it lie rather high?—Yes.

69,067. But how much an acre is the best land in Llanllugan worth?—I could not value it, indeed.

69,068. How many acres were taken from you altogether. You said that some acres were taken from you without any compensation?—I will tell you as nearly as I can; it was two acres of the best land that I had, and it was from

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Mr. E. HOWELLS.

[1881—Continued.]

Professor Rhys—continued.

somewhere between 30 and 40 acres of the mountain land.

Mr. Richard Jones.

69,069. I think you said that there were two acres of pasture for calves, a good field for calves. The interpreter has not translated that?—That is what they try to have for calves; they try to get the best pasture.

Sir John Llewelyn.

69,070. There are two questions handed in. Mr. J. Owen Hughes asks: "Was this clause

The witness withdrew.

Mr. THOMAS JONES called and examined.

Sir John Llewelyn.

69,073. This is your statement?—Yes.

69,074. Will you understand it if it is read aloud?—Yes, it is mine.

[The following statement to the witness was read.]

Evidence of Mr. Thomas Jones, Graig, Llanfair Caereinion: My grandfather was the son of J. Jones, who lived at Caedu, in the parish of Llanfair Caereinion, in this county. When he married he took Caedu and Cwmllwynog Farms. He paid 20*l.* rent for Caedu and for Cwmllwynog 25*l.* Caerfallen was an adjoining farm, and this place became vacant about the year of the battle of Waterloo. These farms all belonged to Sir Watkin Williams, Wynn. When my father was about 30 years of age the agent asked him and my grandfather to take Caerfallen Farm. They agreed to do so, and the rent was fixed at 20*l.* The house on Caerfallen had fallen into ruins. The total rent of the three farms was 65*l.* About the year 1820, 30 acres of the best meadow land was taken from Caedu Farm and converted into a nursery. No allowance was made in the rent for this. My grandfather died in that year. In the year 1826 eight acres of arable land was taken from the farm. No allowance was made for this either in the rent. The agent had promised to put up new buildings on Cwmllwynog Farm. As he had failed to keep his promise, my father put up a new building, which cost him 50*l.* He supplied all the materials with the exception of the timber. This was in the year 1827. In the year 1837 he built a new granary and straightened an old cowhouse and talent. This cost him nearly 80*l.* No allowance was made to him in respect of either of these expenditures. In the year 1838 about 2,000 oak trees were felled on the farm. This caused much damage, from which the farm did not recover for two years. Not a penny allowance was ever made to him in respect of the damage. The heir to the estate came of age in the year 1841. There was, of course, great rejoicing, and the tenants contributed from 1*l.* to 10*l.* each. In the year 1843, two years after, the rents were raised on all the

Sir John Llewelyn—continued.

"you refer to written in the agreement, or was it a kind of bargain between you and the agent that was not put down in the agreement"?—The clause with regard to the two rooms? Does it refer to the parlour? There was no talk about the land.

69,071. It is with regard to the clause about the two rooms? [The question was again put to the witness.]—It was in the first agreement.

69,072. Mr. Owen Wynne asks: "Why did you sign an agreement if you did not know what was in it?"—I was not a scholar.

Sir John Llewelyn—continued.

farms with the exception of one, Glambanwy. After all the improvements my father had made the rent of Cwmllwynog, including Caedu and Caerfallen, was raised to 52*l.* He had made a field, or part of a field, every year, and had drained and fenced the land. After the rents had been raised agriculture was in a depressed state for some years, especially in the year 1850. Cattle and horses were selling at a low price. In their time my father and grandfather had made a good sum of money by dealing. They had been accustomed to buy in Wales and sell in England. My father, out of his savings, bought two farms, Tycoch and Rhydwen, both in the parish of Llanfair. For some years of bad times the rents of these farms were applied to pay the rent of Cwmllwynog. My father died suddenly in August 1856. A few days after his death I and my youngest brother went to see the agent, who lived about 10 miles away. We told him that our father had expressed a wish in his will that we both should become the tenants of the farm. He told us in reply that if he consented to this the rent would be raised, that we would have to improve in farming, and that he would be obliged to give us notice to quit. I told him that I hoped the rent would not be raised, that the rent of Cwmllwynog had been paid for some years from the rents of my father's own farms. The agent replied that it was not so. We received notice to quit in the following September. We failed to obtain a definite answer from the agent whether we should stay at the farm until February 1857. We eventually retook the farm, but the rent was raised to 140*l.*, thus making an increase of 75*l.* in 14 years. In the year 1858 the farm was purchased by Mr. David Clark, of Macclesfield, one of the cotton lords, as we described them. He and his father came to see the farm in October 1858, and it was arranged that I should stay on as tenant at a rent of 140*l.* per year. When I saw Mr. Clark he stated that he was satisfied with 140*l.* as rent, and that he should not move us. However, in March 1859 Mr. Clark came to see me again, and said that I could not stay on as tenant

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unless I was prepared to agree to an increase of 60*l.* in the rent, thus making the rent 200*l.* per year. It was too late in the year then, in March, to find another farm, and I was compelled to remain as tenant. In the year 1861 the Graig Farm, in the parish of Llanfair, became vacant and I took it. I entered on my tenancy of Graig in 1862. I had a very good landlord in Major Pryce Buckley Williams. He died in the year 1869. I obtained a lease of the farm from Mrs. Buckley Williams in the year 1870 for 21 years. There was a school board election at Llanfair in the year 1871, and being a Nonconformist I worked hard against the vicar, the Rev. Edward Jones. The vicar saw Mrs. Buckley Williams, my landlady, some little time afterwards, and wanted her to increase my rent by 220*l.* per year. Fortunately I had my lease. This was told me by Mrs. Buckley Williams a few weeks after the incident occurred.

Brynglas Hall: Mr. Edward Griffiths, who now lives at Brynglas Hall, was born at Hirrhos Ucha, near Llanfair. He was there about 45 years. His father died there about eight years ago. They had a bye-take called Lletty-Siencyn. This was held with Hirrhos. Acreage, including hill, from 200 to 300. The rent 35 or 40 years ago was 15*l.* and 28*l.*, = 43*l.* There was, perhaps, 150 acres of common land part of the farm. There were five sons working at home for many years. The youngest died at 25 years of age. He worked at home for ten years previous to and up to his death. The other four sons, according to their respective ages, worked at home for 15, 20, and 30 years. Griffiths and his predecessor (father) improved the place very much. They hauled all the material for the erection of new buildings and for repair of old. This was very expensive to the farmer. As the farm was improved the rent was raised until it reached 182*l.* The place was drained gradually, the tenant hauling the pipes. This hauling was expensive. No compensation was allowed for the hauling. The improvements on the farm could not have been effected if the sons had not been working at home, and it would have been impossible for the tenant to meet his payments. The old Mr. Griffiths died eight years ago, at the age of 77. The eldest son, who was about 50 years of age, succeeded his father. The farm was too dear, and it was impossible to make the rent, which ran into arrears to a not very great extent. A distress for rent was put in about seven years ago for the arrears. A sale took place. All the sons went away except the oldest. When they had to pay for labour the farm would not pay. The distress was the wind-up after so many years of labour and toil. The Griffiths had money left by relatives, and this was all invested in the soil. No compensation of any kind was allowed to them. These are facts within my own knowledge. The landlords were Messrs. Dewhurst and Seager, who lived away, and entrusted all to an agent named Moore.

Sir John Llewelyn—continued.

Gelligasson, near Llanfair: Acreage, 140 acres. A farmer named Griffith Griffith went there to live about 45 years ago. The rent was 140*l.* His wife had many hundreds of pounds left her by relatives. He was an excellent farmer. He improved the farm by hauling soil from the sides of the fields to the banks so as to get a depth of soil. He was there about twenty years. He died at Gelligasson. About two years before his death he went to his landlord to ask for a new manger. Before he asked for it the landlord asked him to haul a waggon load of coal from Welshpool. The farmer told the landlord he would go after he had sown a wet field. The landlord was annoyed at this. The farmer then asked for the manger, but because he could not haul the coal at once the landlord told him to go to the devil for a new manger. In the following Michaelmas he was served with notice to quit. He applied to stay again, but he was not allowed to stay unless he would agree to a rise of 20*l.* in the rent. His capital and labour were all fastened up in the land, and he agreed to the rise. The old man was so much pained by the treatment he had received that he died from grief in less than two years. The landlord was a Mr. Jones, of Garthllwyd Hall, near Llanfair. It was a very painful case. There were two sons of old Mr. Griffiths living at their father's death. The one lived at Gelligasson a few years after his father's death. The farm was too dear, and he left.

69,075. Did your father die in 1856?—Yes.

69,076. What was the rent you were paying then?—117*l.*

69,077. When your father died?—Yes.

69,078. You told the agent that that rent was paid by what you received from your own farms?—Yes. He would not believe me.

69,079. Did you afterwards pay 140*l.*?—Yes, an advance in the rent of 23*l.*

69,080. But you continued to pay that?—Yes.

69,081. For how long?—Until Sir Watkin sold the farm. Sir Watkin sold the farm in the year 1858, and then David Clark, cotton merchant from Macclesfield, bought it.

69,082. And then it was raised to 200*l.* a year?—Yes, 60*l.* advance again.

69,083. Did you pay that or not?—Yes, I did.

Mr. Richard Jones.

69,084. I suppose you were induced to pay this 200*l.* to Mr. Clark, because probably prices were rising, was that so?—They were very bad times, only I had not a place to go to to take my stock, which was worth 1,000*l.*, and so I was bound to stay at Cwmllynog and pay 200*l.* rent.

69,085. How long did you stay paying 200*l.*, for one year?—Two years.

69,086. What is Cwmllynog let at now, do you know?—I cannot tell. The landlord held on at Cwmllynog after I left for four years; he could not have a tenant. The first tenant he had went off at Christmas and took all his stock

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[Continued.]

Mr. Richard Jones—continued.

with him to England in the night. That was the first tenant. Mr. Hilton became the landlord after Mr. David Clark, his brother-in-law, and he was the landlord when I left.

69,087. But Mr. Hilton was from Manchester?—Yes, he was a silk merchant from Manchester. I am glad to hear that his son, who has estates now in the parish, is a very good landlord.

69,088. Do you think that these cotton and silk lords do not make the best landlords?—They do not quite understand the land of Wales.

69,089. And you think that Mr. Hilton, having lived in Wales, and having become acquainted with the conditions under which land is held and cultivated, is more sympathetic and more considerate towards the tenants?—Yes, I do.

69,090. Next with regard to the hardship that they have to contend with: have you ever known more depressed times than the present?—It was a very bad year in the year 1850, worse than now, worse than the last years too.

69,091. Yes, but did it last as long then as it has now?—It lasted for some years.

69,092. How many?—I cannot tell exactly.

69,093. Five years?—It may be so. I remember very well that my father sold some bullocks for 5*l.* 10*s.* three years off that time, and people wondered that he had so much for

Mr. Richard Jones—continued.

them—about 1850. It was a very bad time in 1858, when I had that rise in Cwmllwynog.

69,094. From when do you date the present depression; how long has it lasted?—From the year 1878.

69,095. This depression has lasted 16 years then, taking it in that way?—Yes. We had a very bad harvest in 1879, a worse I never remember in my life, no corn and no wheat to make bread all round here, we could not make bread from it.

69,096. This depression has lasted 16 years?—Yes.

69,097. You have never known a period of depression to last as long as that, have you?—No, I have not. The creatures are up and down since that time, but the corn is down.

69,098. What about the labour?—Oh, the labour is against us very much to pay for it. I am paying wages 42*l.* more than when I went yonder in the year 1862, 42*l.* a year more now, and I save from wheat now the last years something about 66*l.* less than in those days.

69,099. Then your labour bill in 1850 probably would not be half so much as it is now?—No, no more than one part of three.

69,100. So that that would be on your side then, it would be a help to you?—Yes, in that line.

The witness withdrew.

Adjourned.

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Mr. J. EVANS.

SEVENTY-SEVENTH DAY.

The Schoolroom, Dinas Mawddwy, Merionethshire, Wednesday, 12th September 1894.

PRESENT:

LORD KENYON (IN THE CHAIR).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
Mr. DAVID BRYNMOR JONES, Q.C., M.P.,
Professor RHŶS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.
Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.
Mr. CECIL E. OWEN, Assistant Secretary.

Mr. JOHN EVANS called and examined.

Lord Kenyon.

69,101. Do you wish to give your evidence in English or Welsh?—In Welsh.

69,102. Would you understand your statement if it was read in English?—I think I should.

69,103. You would be able to say if it was incorrect?—Yes.

69,104. Then it shall be read:—

[*The following statement of the witness was then read.*]

I, John Evans, of Bodawel, Aberangell, am a member of the Board of Conservators.

Commons. Township of Dinas.—There are about 500 acres of common land which formerly belonged to the Corporation of Dinas, which have been enclosed by Sir Edmund Buckley, and fenced in by him about 20 years ago. He has planted larch timber upon nearly 350 acres, and cuts down a considerable lot every year for thinning them, and sells the same. The other portion is let for grazing. Before the enclosure the inhabitants of Dinas were in the habit of sending their horses, sheep, mules, and pigs there to pasture. The inhabitants derive no benefit from it now. I think the grazing portion is let to Mr. David Richards, butcher, who pays rent to Sir Edmund. There are lots of cottages also on the common. They were built and enclosed from time immemorial by the cottagers, and inhabited by their descendants to this day upon paying perpetual ground rents to Mr. John Mytton, and after that to Mr. Bird, of Birmingham, and now Sir Edmund. Payment in many instances has been obtained under pressure, as they were unable, owing to poverty, to defend their rights. They, the cottagers, had to sign an agreement to give up the cottages. Some of these cottages were sold by public auction by Sir Edmund—one belonging to Jane Metcalfe about 80 years of age, a poor cottage and garden, for 25*l.*, another belonging to Anne Morgan for 50*l.*, another belonging to John Thomas for 105*l.* and 60*l.* before, and a small garden, near which there was formerly a small cottage, for 50*l.* I refused to sign the agreement in respect of the house I had, and for which I paid 2*s.* 6*d.* as ground rent, and I subsequently bought it for 5*l.* The following, amongst others, were obliged to sign an agreement in favour of

Lord Kenyon—continued.

Sir Edmund Buckley:—Lewis Jones (Pentrebach), Richard Jones, Catherine Ellis (although she had been, and her predecessors before her, in possession for about 40 years, and never paid any ground rent). One Hugh Williams refused to sign, and now lives in the house, and never paid any rent to anybody. I produce an agreement which would be in similar terms to those signed by the other. It is one belonging to Maria Pritchard, and she pays Sir Edmund yearly rent. This is one of the cottages built on the common from time immemorial. I also produce receipts showing the various persons to whom rents have been paid. In Careinion Fechan hundreds of acres have also been enclosed, with the exception of about 1 acre which has been left for the public. The enclosure has been made at different times within the memory of the inhabitants now living. The same has taken place in the townships, viz., Gartheiniog, Camlan, Maesglasau, and Dugood.

Farming Agreements.—As to sheep. I am a small freeholder, having a farm of my own, for which I receive about 50*l.* a year, and have taken some interest in the question of the sheep reared on farms generally. I have also farmed a place myself. The provisions generally inserted are:—

- "1. That tenant is to sell the sheep to the incoming tenant or landlord.
- "2. That tenant is to sell a specified number to the incoming tenant or landlord on a certain date.
- "3. That the tenant is to sell at a fixed price.
- "4. Where there is no agreement, then the tenant must take his own chance. My opinion is that the landlord or incoming tenant should be compelled to purchase the sheep, or a certain number raised on the farm, at a valuation arrived at by two competent valuers in the usual way. This would be fair to landlord and tenant.

Fishery.—With your permission, my Lord, I would like to refer to the rights asserted by the lords of the manor in the river and tributaries. Sir W. W. Wynn, Bart, Sir Thomas Frost, Mr. Walton, and Sir Edmund Buckley claim exclusive right of fishery on the River Dovey. There have been severe contests between the owners of the rights of fishery and

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[Continued.]

Lord Kenyon.—continued.

the public. The old custom in the time of my ancestors was that the public were permitted to fish without interference, and also net for fish. It was a source of support to the labouring class, and I have no doubt the fish were more plentiful then than they are now. My opinion is that the river should be under public control.

69,104a. That is your statement?—Yes.

69,105. To whom did John Thomas pay the 60l.?—To the farmer holding the ground rent.

69,106. Do I understand you he paid 60l. in one sum or several sums?—In one sum, but there were two owners. He paid 60l. between two owners.

69,107. I suppose these commons would be enclosed by an Act of Parliament?—I do not know. I think not.

69,108. Was there any portion set aside for the public, of this common in the township of Dinas, which Sir Edmund Buckley enclosed?—Well, there is a portion there not enclosed, and the public go there to exercise what rights they have, with the exception of fishing. I think there has been some dispute on that point.

69,109. How large is the portion left unenclosed?—Well, it may be altogether about from 3 to 4 acres. There were little strips coming down each side of the river that has been enclosed by Sir Edmund, I think. In my time, when I was a boy, they used to be open, and we had a right to go there and to bathe or swim or anything, but that is enclosed now. There is a portion of that enclosed again by Sir Edmund, and that common land down what is called the Marian, I think it might be about an acre and a half or so. I think they were trying to enclose it in the time of Bird, and they were building a wall there, but it was thrown down. Since Sir Edmund enclosed it has been all kept from the public.

69,110. You say, "The ground rents were paid to Mr. John Mytton, and after that to Mr. Bird, of Birmingham, and now Sir Edmund." Did Sir Edmund Buckley buy those ground rents from Mr. Bird?—I have no doubt he did, as he bought the manor and the estate from him.

69,111. What commons are those cottages on?—Some of them in Camlan township, the other in Dinas township. Some of them used to be where the schoolroom is now.

69,112. Do you know the name of the manor?—The manor of Mawddwy, but this place where we are now belongs to the Corporation of Dinas Mawddwy, the township of Dinas.

69,113. The Corporation was dissolved, I suppose?—The mayor is dissolved; the Court Leets and Court Baron are still held.

69,114. They still hold a court?—Yes.

69,115. Where?—Down at the hotel.

69,116. Yearly?—Every half year. I think Sir Edmund is here, and he can give you a better account of it than I can. There is the mace and the coat of arms there now, I believe, at Plás yn Dinas.

Mr. Brynmor Jones.

69,117. As I understand, you say there was no private Enclosure Act for the enclosure of this common?—Not to my knowledge. I think the farmers of the old time used to settle the matter between themselves for the convenience of sheep keeping. It was very convenient for them for each party to have his own sheep to look after, and so that it might be settled between one another, and in course of time it came to be claimed, I think.

69,118. I understand the tenants whose holdings are near the common were in the habit of exercising rights of pasturage upon the commons?—They were, but there were some commons—that is, the township in general—which were not given to them, but only for those adjoining the common. There might be two or three farmers adjoining it who joined together and sent their sheep there.

69,119. Then they habitually kept their sheep within well-defined plots of ground and walks?—Yes.

69,120. Twenty years ago this was enclosed, as I understand it?—No, not all of it. At Caereinion Fechan it was not enclosed. There is a dispute between the boundaries there, and I know a party put up a fence there and another pulled it down again, so that they did not agree about it.

69,121. You say that the only portion of this waste land which was not enclosed was about 4 acres?—One acre at Caereinion Fechan; but there is only about 4 acres at Dinas not enclosed.

69,122. You are talking of two separate commons?—Yes.

69,123. What is the first common?—I do not know which is the first you have on the paper.

69,124. Give me the names of both?—Caereinion Fechan Common is nearly all enclosed, with the exception of 1 acre left to the public.

69,125. What was the extent of that common when you first knew it?—That is a good big common; a great many hundred acres belongs to Caereinion Fechan; it is nearly all enclosed and planted with trees now.

69,126. Only about an acre left?—Yes.

69,127. What is the name of the other common?—Camlan.

69,128. What was the extent of that?—Well, it may be 20 or 30 acres.

69,129. Is it all enclosed except 4 acres?—It is all enclosed with the exception of that 30 acres, I think, which everybody is free to send his sheep, cattle, or pigs, or anything to.

69,130. In what parish is that?—In the parish of Mallwyd.

69,131. Both these commons you are talking about are in the parish of Mallwyd?—They are in the parish of Mallwyd, but still Caereinion Fechan is in Montgomeryshire, the outskirts of the township of Llanfair Caereinion.

69,132. In the return of 1874 the mountain land—the waste unenclosed land—is returned as being about 200 acres?—It may be all in the parish of Mallwyd. There are seven townships in the parish of Mallwyd, and, I think, common land belonging to all, but some enclosed entirely,

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[Continued.]

Mr. Brynmor Jones—continued.

69,133. You speak of a common which was called the first common. Then you speak of the second common, nearest Dinas Mawddwy?—If you take them in rotation by the townships I can go over them with you.

69,134. What I am anxious to get from you is as clearly as we can the names of the different wastes?—I mentioned Caereinion Fechan and the township of Camlan. Then there is Maesglasau. There is common land there not enclosed.

69,135. What is the acreage of that?—Indeed, I could not tell; there are a good many acres there.

69,136. About how many acres—100 or 200?—I should say it is under 100; it is only a rough guess. There is Cerist again. There are a kind of two commons there, and there is one open, Maenllwyd they call it, and there is another mountain common where the farmers about send their sheep to. I cannot tell you how many acres that is, but I know it is a good many by the number of sheep they keep on it.

69,137. Is there any other common?—The common of Dugoed, again. That is sold, I think, the biggest part of it enclosed, and divided between the different farms, so that every farmer has a spot there to drive his sheep to. That belongs to the township, generally. There are the commons of Dinas Mawddwy here round about us.

69,138. What was the extent when you first knew the common of Dinas Mawddwy?—Indeed, it was very big when I was a boy.

69,139. But gradually enclosed?—Gradually enclosed. Here is all this mountain you can see—you can go from here for a mile up along the road, and you can see a long way over the top of the mountain.

69,140. Is that enclosed now?—I think it is; I am not sure.

69,141. Do you recollect any Commissioners coming down under any Inclosure Act, or any awards being made and published?—No.

69,142. Was any protest made in the neighbourhood against enclosure?—I do not think there was any protest in general about the waste land about Dinas here. I think Sir Edmund acted very wisely; he went round and got the biggest part of them to sign (still there were a good many who did not sign) and he gave a grand supper for them, and he invited them to the supper. He treated them well, and I think that portion was satisfied.

69,143. Did he hold any manorial court?—I do not think he did; not to my recollection.

69,144. Do you know of any courts of the manor being held?—It was not done through the court of the manor. I think he did it without the court, to the best of my knowledge.

69,145. Are courts of the manor duly held?—Yes.

69,146. But you do not think the enclosures were done through the court?—I do not think so. There might be some of it, but I do not think all of it was. I attend the courts every year,

Mr. Brynmor Jones—continued.

and if there is any bit of enclosed land of course we take it through the court.

69,147. What parish do you give evidence for?—The parish of Mallwyd.

69,148. Do most of the people living in the parish speak the Welsh language for business and social purposes?—Before the railway came up we were all Welsh speaking, but now we can understand a good bit of English.

69,149. What language do the people use among themselves?—The Welsh language—we are all Welshmen here.

69,150. Are they mostly Nonconformists?—Yes, the biggest part of them—I should say three-fourths. I do not say exactly, but I know that most of the people about here are Nonconformists. There are three chapels, and you can go to Dinas and see them there.

69,151. We are told that some of the tenant farmers in this part of the country are afraid to come and give evidence before this Commission. What do you say to that?—Well, I know that very well. They are a very shy set—that is the way in which we have found them at election times, and they do not like to expose themselves in any shape to their landlords.

69,152. They do not like to expose their views to their landlords?—They do not like to have themselves made marked men, but they are a great deal better now than in times past.

69,153. You put in this agreement, which is a common type of agreement between Sir Edmund Buckley and those persons who have small holdings upon which they have encroached?—I think you can take the others to be like that one.

69,154. I see there is a clause in the agreement as to the amount of compensation, that if the parties cannot agree among themselves each party is to appoint a referee, and the referees are to appoint an umpire, a third party, and if they cannot agree upon a third party, then the clergyman of the parish is to appoint the umpire or third party?—Is that a farmer's agreement?

69,155. It is in this agreement which you have handed in: "And should it so turn out that they cannot agree in the nomination of such third party, it shall be lawful for the clergyman of the parish for the time being to appoint such third party or umpire"?—I do not recollect seeing that before. I had not noticed that part. I do not know what they call the umpire in that case. That portion of the agreement is quite dark to me.

69,156. You do not know any instance in which the aid of the clergyman has been called in?—No.

Mr. Richard Jones.

69,157. The farmers in this neighbourhood, I believe, rely chiefly on the rearing of sheep for a living?—Sheep and cattle.

69,158. Being sheep farmers, as such are there any special grievances, do you think?—Well, I know they have, many of them; others have not.

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[Continued.]

Mr. Richard Jones—continued.

69,159. You pointed out one grievance that where there is no agreement between landlord and tenant with respect to the sale of sheep, that, providing there is not an incoming tenant, the landlord can refuse to take the sheep from the outgoing tenant. That is so?—Yes, that is so, and I think I can give you a little more evidence on that subject to enlighten you it may be. A good many years ago I took a farm right down across the river from here. I had interest money coming in. The farm was entirely run down, and the buildings were fairly out of repair. I thought by taking that farm and getting it into order I should fix my home there, not for the sake of making money, but purely for the sake of a home in my native place.

69,160. Who owned the farm?—Well, it was under a mortgagee from London, but Sir Edmund bought it, and after I had been tenant for some years under Sir Edmund here, the buildings having become very bad, we could not agree about new buildings. He wanted 6 per cent. on the outlay. I told him that the farm was too high for me, besides the carriage, which would cost me a good many pounds. We could not agree on that point. A good many other landlords used to go on that scale, but it will not work in our country, with the exception of a few. He sent a man to me with the agreement to be signed. I looked over the agreement, and I saw it was one-sided, and I told the bailiff to go back and tell Sir Edmund that I did not consider that agreement quite fair between tenant and master; it was all one-sided; but whatever was right between farmer and landlord I was ready to sign. Well, I had to make a sale and go away. The day before the 25th of March one of the tenants of Sir Edmund was sent by the bailiff there. I had no agreement. I had about 200 sheep there, and he was telling me "I will give you so much for these sheep."

69,161. That was the incoming tenant?—No, Sir Edmund was taking the land himself; there was no incoming tenant, and he said: "I want 1*l.* for my trouble to-day, and if you do not like that I do not think the gentleman will agree about the sheep, and, of course, you must clear them away to-morrow." That would be the 25th. There is no place in our country that you could take your sheep to at that time of the year—no grazing for them, and no market to sell. I had nothing whatever to do but to let my sheep go at many pounds less than I could have got for them if I had the right to let the farm to another tenant. I had an offer of many pounds, 15*l.* I think, more than I had from this man that day. I had to leave all my improvements there for many years, which had cost me scores of pounds in getting it in proper order and cultivation. I thought it rather hard, and I met Sir Edmund as I was paying that 2*s.* 6*d.* to him, and I told him how I was served, and I had no recompense, no allowance whatever for my improvements in that farm—that I was not second in cultivation of my farm to any of his tenants, and that I paid my rent to the day. He said to me: "I

Mr. Richard Jones—continued.

"will pay you for every improvement you have made, who shall we choose between us." "Well, sir, I am not particular," I said. "I want a little acknowledgment." He said, "Will you take so-and-so as agent on my side." "I will take him," I said. The agent did not act, and I told Sir Edmund about it, and he said, "Did not I tell him to go down and look over the things there, and make a bill and send it up to my office." "Well, I have been there," he said, "and I sent a letter." "I did not see any," said Sir Edmund, and he told me to call his agent in. I called him in, and he said, "You go down with Evans and look over the things there, and make your bill and fetch it up." So he came with me and looked for the things, and he made out his bill. Sir Edmund was on the back of his horse going away. He said, "Have you looked over the things?" He said, "Yes, how much will you knock off?" So much, he said. "You pay Evans." I must say Sir Edmund I found a gentleman in that matter, but I did not find his agent so.

69,162. Who was his agent?—Well, they called him Jones at Bryn. There was another, John Thomas, who was agent for him as well, but Mr. Anderson was the one who came with me down there, and I gave him a few shillings, and just told him, "I give them to you on account; I can see an agent to acknowledge a little fairplay between landlord and tenant." I have a little more to say about my cottage which I bought at the sale. That was a ground rent.

69,163. Which sale?—The sale by Sir Edmund. I used to pay perpetual ground rent to Sir Edmund. We used to pay it since the time of Mytton and Mr. Bird. When the others were signing I refused. I met Sir Edmund, and he asked me was I going to assign the houses to him. I said I would not, and could not do it. He said, "How is that?" I told him the reason why. I told him I did not dispute his right as lord of the manor, but that we used to pay this 2*s.* 6*d.* from the time of Mytton, Bird, and him, and I was willing to pay them the same. Of course he did not say anything more to me, and I had my place, and I bought it at the sale for 2*s.* 6*d.*—that is the 2*s.* 6*d.* at the sale for 5*l.*

Professor Rhys.

69,164. When did you leave Sir Edmund's farm, the farm where you had the difficulty about the sheep?—I think it was somewhere between 1863 and 1865, I am not sure.

69,165. The agent went down with you and made out a bill?—Yes, after I left it.

69,166. What was the amount?—The amount was 7*l.* I had receipts that were for the fireplace for 9*l.*, and he allowed me 7*l.* 13*s.* 6*d.* I gave him 3*s.* 6*d.* for the agent.

69,167. You had no difficulty with the landlord himself, only with the agent?—His agent entirely; he was quite a gentleman so far as I had anything to do with him.

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[Continued.]

Professor Rhys—continued.

69,168. Can either of them speak Welsh?—Two of them, but Anderson, the third one, was a Scotchman, and he could not.

69,169. Was there any difficulty with the other tenants, do you know, on account of language at all?—No, I do not think much about language. They could all find somebody to speak between them.

69,170. Whom did they use to find, someone working on the estate?—Well, the tenant in general. Sometimes he would ask a neighbour, or someone he knew, to go with him and speak with him.

Sir John Llewelyn.

69,171. In your evidence you say in regard to the fishery that there have been severe contests between the owners of the right of fishery and the public. Do you mean legal contests?—You can take it as you like, sir.

69,172. Has it been before a court of law?—No, I do not think in that way it has been. There has been law with Sir Watkin, it has been tried there.

69,173. What was the result of that trial?—The result was that they withdrew. The party was fishing, and Sir Watkin claimed the right down at Dolafonddu, and they were taken before the Petty Session, and they went to London, and at London I think it was quashed, and Sir Watkin to defend his rights took it to a higher court, and the tenant withdrew.

69,174. Sir Watkin won the day?—I do not know whether he won it.

69,175. The other side did not win it?—The other side did not win it.

69,176. They withdrew?—Sir Watkin was the strongest man in that point.

69,177. Then, of course, he claimed it as a matter of private ownership?—Sir Watkin claimed it from the estuary to about three miles from here, one portion of the river; but the other parties come in.

69,178. Do you know whether in any way that was looked upon as a test case?—No, I do not think it was. I do not think there was ever a test case upon this river yet.

69,179. Did Sir Edmund or Sir Thomas Frost take any legal proceedings?—Yes; but I do not think Sir Edmund now-a-days vindicates his rights as the others do.

69,180. If they claim these rights as private rights, do you still think the river should be put under public control?—Well, there was and there is a dispute about that private right.

69,181. You began your evidence by saying that you were a member of the Board of Conservators. What do you mean by that?—A member of the Fishery Board. There is a dispute now about a certain portion of the river between the Board and Sir Watkin.

Mr. Brynmor Jones.

69,182. I understood from you that the public, or some members of the public, have been in the habit of fishing?—In the time of my father and

Mr. Brynmor Jones—continued.

myself, when I was a boy, we used to fish all along the river here.

69,183. Did the river run through the waste or common? Was it common land on both sides of the river?—It runs in some parts between the waste and the common.

69,184. And then the different farmers had the right of exercising a right of pasturage on the common? Did they also exercise the right of fishing?—There was no one to refuse that right; anyone who wanted to go might go; no one would say anything about it.

69,185. The public have not any right to fish in a river which is non-tidal. The Dovey is non-tidal up here?—The tide does not come within many miles of this place. In the tidal waters they are not allowed by Sir Watkin.

69,186. You ought to know there is a great distinction made in our law between the non-tidal part of a river and the tidal part of a river. With regard to the tidal part of the river, the presumption is that every member of the public has a right to fish?—That is the law, I think.

69,187. But there is no such presumption in the case of a river passing through private land; the presumption is the other way. I do not see how all the public could prescribe for the right of fishing in the Dovey here. I quite understand a claim made by persons having a right of common also to go and fish. I quite understand a prescription, as we lawyers call it, for a limited class of people like that?—I am glad to get that much out of you, because we are on a bit of common down yonder, and there is a dispute about it that we have no right, although we live on the township.

69,188. If that is the case, it seems to be more than 20 years since it was used?—That is the case down there now, and I think Sir Edmund has been exercising that right upon the common here to try to stop them.

69,189. The difference is this: There is a great deal of difference between stopping a man living on a farm adjoining a river and stopping a stranger like myself. Does he stop the farmers by the side of the river from fishing?—Sir Watkin does, and I think Sir Thomas Frost does.

69,190. Does he stop freeholders?—Yes, but Sir Edmund does not.

69,191. Sir Edmund does not stop the freeholders of the manor?—No.

69,192. So that if I had a bit of freehold adjoining the river Sir Edmund would not attempt to stop me from fishing there?—No, nor if you have land adjoining the river he does not stop you, because I know persons who have the land who let the fishing.

69,193. I daresay we shall hear something about it. There is something probably in the manorial records about it?—We used to say in the old times we had the right to the fish and to the river to catch them, but now we have not that right; we have lost it.

69,194. I do not see how, if the river is passing through land of private ownership, the general public have a right to fish here any

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[Continued.]

Mr. Brynmor Jones.—continued.

more than in any other river?—According to the law at present, I suppose they have not, but in the old times they had, they say.

69,195. There was an impression here, and it may have something to do with that—I do not know, I am only suggesting it to you—Dinas Mawddwy was a corporation?—Yes.

69,196. Have you any mace or any old books belonging to the corporation?—There is a mace and a coat of arms. I think Sir Edmund has them at Plas yn Dinas.

69,197. Does he show them to people?—He has shown them, and I think he can show them to-day, if he has a mind to do it, to you.

69,198. Do you remember the time when the corporation and officials were elected, and so forth?—Yes.

69,199. How long ago did they stop electing the members of the corporation?—Not many years since there was a corporation here, and that is done away with. There are some others here who can tell more about that than I can.

69,200. Have you made any representation to Sir Edmund Buckley about the fishing?—Yes.

69,201. Do you know how he puts his rights?—He says he bought the rights, and he was willing to sell them again provided he had as fair a price for them as he paid for them. That is what he told me not very long ago.

69,202. You referred to a Fishery Board or the Board of Conservators. Was that board created by Act of Parliament?—I think so.

Lord Kenyon.

69,203. Do you know who Sir Edmund Buckley bought these fishing rights from; was it from Sir Watkin?—No; he bought them as he bought the manorship and the old estate at Dinas.

69,204. Do you know whether Sir Edmund claims the whole of the fishing rights on the Dovey?—He claims it from the estuary up—from Glan Dovey bridge he claims it; one side of the river about 15 miles or 16 miles, and the other side 12 miles. Then there is the old Powis manor comes, which runs about two or three miles, and then above that there is Sir Edmund's manor, the manor of Mawddwy. Coming in and between those three they claim all the waters in the Dovey and the tributaries as well.

Mr. Brynmor Jones.

69,205. According to the information laid before us, the manor of Mawddwy is a sub-manor of Powis?—I think that is wrong. The manor of Mawddwy is an old manor, and the manor of Powis is not so old in comparison with Mawddwy, but they are adjoining one another.

69,206. This is a memorandum supplied to us by a learned gentleman, "Mawddwy-sub-manor of Powis"?—I think the manor of Mawddwy is a sub-manor

Mr. Brynmor Jones.—continued.

69,207. The point is that Sir Edmund would himself formerly have held from the lord of Powis if there had been a lord of Powis. We are informed there is no manor of Powis; it is not the manor of Caereinion?—The manor of Caereinion Fechan—it is the same thing.

Professor Rhys.

69,208. Are we in the old province of Cyfeiliog here?—No, we are in the province of Mawddwy.

69,209. Where does Cyfeiliog begin?—That commences down about three miles from here, adjoining Powis; the two manors join on the top of a hill. It is called "Three Lord's Hill."

69,210. What is that in Welsh?—Bwlch Tri Arglwydd. There is Cyfeiliog, Caereinion Fechan, and the manor of Mawddwy joining together there. Cyfeiliog is Sir Watkin's.

Lord Kenyon.

69,211. These are questions by Mr. Vincent. First of all with regard to compensation, "Would you be willing to compensate the various owners for their exclusive right of fishing, if you want it under public control"?—If they paid for that right it would be nothing but justice that we should compensate them, but if not I do not think that we ought to do it.

69,212. "Was Moel-y-dre a common appurtenant to Dinas township in your view"?—Yes.

69,213. "Did you live at Dolbrawdmaeth"?—Yes.

69,214. "Did you turn sheep of yours on Moel-y-dre at that time"?—Yes.

69,215. "In what township is Dolbrawdmaeth"?—There was a kind of liberty—boundary round it—so that it was not part or parcel of the common up here, although Dolbrawdmaeth was in another township.

69,216. What township was it in?—Dugood and Cwm Caewedd.

Professor Rhys.

69,217. What do you mean by "libert"?—Sheep run.

Lord Kenyon.

69,218. "As a fact were not the farms of Cynowrach and Tanybwlch the only farms having liberties on Moel-y-dre common"?—No, they had a kind of liberty, as I said before, for the convenience of the shepherds and their sheep, but not as a land with parcels or that the landlord had bought and paid for as other mountains are—it was all common.

69,219. These were not the only two farms that had liberties there?—No, there were many, and many at Dinas here, and they send sheep, cattle, and horses, and mules there.

69,220. "Were they not both of them owned by Sir Edmund at the time of enclosure"?—

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[Continued.]

Lord Kenyon—continued.

They were owned by Sir Edmund at that time. There was Cynowrach and Tan-y-bwlch, besides other farms adjoining, and those two farms I used to send the sheep to, because they belonged to the township of Dinas.

69,221. "Did they belong to Sir Edmund at the time of the enclosure"?—I think they did.

69,222. "Do you not know that the land on which the school stands and the ground enclosed round it were bought by the late Mr. Buckley from Mr. John Thomas, of Machynlleth"?—No, I do not know that. They may have been so bought, I cannot say, but I recollect the place here—there were two houses here, and the old man was telling me they were going to evict him without any compensation for the place, and they were going to pull the roof from over his head if he would not go out. I gave him this advice, "Get the loan of a gun, and as soon as you see a hole in the roof pop away at the first man you see"—that is true—and his name was Richard Williams.

69,223. Mr Owen Wynne asks, "Did you not enclose a sheep walk of your own belonging to Brynglas, in the township of 'Cyfeiliog'?—I did not enclose it, but the tenant of Sir Watkin closed a portion of it, and a portion of my land as well, so far as that goes, but there was an agreement between us—Brynglas and Sir Watkin—that we had a right to enclose all our land if we chose, only he was reserving the right of the minerals underneath. It was signed by each side, and there was an agreement to that point.

69,224. Mr. Owen Wynne continued, "Are not you a landowner yourself"?—I am a small farmer.

69,225. "Is your tenant afraid to come here"?—No, I should like to see him here to-day. I

The witness withdrew.

Mr. J. E. VINCENT re-called and further examined.

Lord Kenyon.

69,232. Do you wish to rebut?—I should like to say that the rebutting is in no sense hostile to what the last witness said. The facts are these: The alleged Corporation of Dinas Mawddwy was included in the Municipal Corporations Act, 1883, as one of the corporations which was extinguished. I was appointed under the Act by the Charity Commission to come to inquire into the affairs of several of those extinct corporations in Wales, to investigate their accounts so far as that was possible, and to ascertain the wishes of the inhabitants as to what was the best thing to be done with their money, if they had any. I came down here; I held an inquiry in this schoolroom, and I came very definitely to the conclusion that there never had been a corporation of Dinas Mawddwy—that it never had had any legal existence, and that it was a mere plaything of the Mytton family. There was no trace whatever, as there was in every other case, of a charter creating the corporation.

Lord Kenyon—continued.

should like him to come before you if he has any case against me.

69,226. These are questions by Mr. W. R. Davies, who is clerk to the Fishery Board, and also steward of the manor of Mawddwy: "Did you encroach on Clippian Common by building on the common there"?—They told me that I had, but I do not say so, and if you wish to see the survey map and the map of Sir Edmund you can do so. They had the perpetual ground rent upon that, and they can measure it again, and if they can show that I have encroached upon the land I am willing to pull it off or pay so much a year for it. It is not adjoining the common at all, and is between the two roads, and that matter shall be settled next Court Leet. I did not enclose all the land I had.

69,227. "Was mention made of this at the last Court Leet"?—Yes, and they appointed two men to come there and see, and I am very glad they are coming.

69,228. "As to fishing—in the old times did all sorts of people fish where they pleased? Did they take fish with nets, with spears, with gaffs"?—Yes, in the old times all manner of ways, so that they could catch the fish.

69,229. "Do you wish they should be able to catch them again with spears and gaffs"?—I think there is the blood of fish in our veins, and fish we will have as long as they are in the river.

Professor Rhys.

69,230. Do they fish in that way still?—Well, they are fighting for their rights.

Lord Kenyon.

69,231. With the spear and the gaff?—Yes.

Professor Rhys.

69,233. But were there not a mace and other things?—There was a mace. I will tell you about that in a moment. There was a mace, and, I think, a pair of candlesticks, of the value, I should say, of half a crown, but of no antiquarian merit whatever. This question of the commons was brought before me, but as I clearly came to the conclusion that there had been no corporation, and that the thing had no existence at all, it therefore could never have had any property, and never had any money, and therefore no accounts. As the sole proceedings appeared to be to have a dinner each year, which was provided by Sir Edmund Buckley, I came to the conclusion that I should be in the wrong in presuming there was a corporation. I should add this, that I think the Commission would waste their time in inquiring into the question of the corporation. The mace and candlesticks are at Sir Edmund Buckley's and I investigated them and inquired into them. I think on that occasion I did my duty.

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Mr. J. E. VINCENT.

[Continued.]

Lord Kenyon.

69,234. What are the arms?—There were some arms. I think they are the Buckley arms. No doubt Sir Edmund Buckley will show them to your Lordship, if you wish to see them.

69,235. What is the age of the mace?—It is quite modern, and absolutely without any antiquarian value or interest whatever.

69,236. There was some tradition, was there not?—Not for more than 20 years or so; but I would not like to be particular about that.

69,237. Then you found no trace of any election of officers or of a mayor?—I do not think I did, but a "Mayor" may have been elected after this dinner.

The witness withdrew.

Mr. HUMPHREY JONES called and examined through an interpreter.

Lord Kenyon.

69,239. Is this your statement, and are you satisfied that it is correct?—Yes.

69,240. Where do you live?—Pontywrisingen.

69,241. In what parish?—Mallwyd.

[The following statement of the witness was read.]

The evidence of Mr. Humphrey Jones, of Pontywrisingen, butter and flour merchant.

I desire to give evidence with reference to Gweinion, in the parish of Mallwyd, which was farmed by my uncle. In 1829 the rent was 40*l*. The landlord then was Sir W. W. Wynn, and the agent was Mr. Jones, of the Park. My uncle greatly improved the farm. I remember that he drained about 7 acres and cleared several fields from stones, stumps, and shrubs. The consequence was that in 1840 the rent was raised to 50*l*. I produce the notice. I produce notice of the increase sent by the agent to my uncle. The farm was subsequently sold to Sir Edmund Buckley. A lawsuit with regard to fishing rights on the enclosed land some time after took place between Sir Edmund and Mr. R. M. Wynne, Peniarth, and my uncle was subpoenaed as witness on behalf of Mr. Wynne. His evidence was adverse to Sir Edmund's side, and the agent subsequently told him he would bear it in mind. He then received notice to quit. He did not leave, but the rent was raised 5*l*. The place was subsequently sold to Messrs. Bradwell, silk merchants, of Congleton and Manchester, and the rent was raised to 65*l*. It was subsequently reduced to 60*l*, but he failed to pay even that. I worked with him for seven years, but received no wages. I also lent him money when he became short. In the end I purchased his stock and took the farm over with his consent, and my poor uncle had to go on the parish. He owed some arrears of rent, which I had to pay in full. I tried to come to some terms with the agent, but failed. I produce a letter, dated November 18th 1886, as to the arrears and other matters. Before the rent was raised my uncle had some hundreds of pounds in the bank, but with the increased rent depression came, and he still clung to the place

Mr. Brymnor Jones.

69,238. The mere non-production of a charter is not conclusive?—No, but taking that with the fact that there was no evidence of the existence of the ancient corporation at all, it seems to show that there was none. I did inquire into the question of this common, but I satisfied myself that at any rate it had nothing to do with the corporation. Over and above that, I may say that I made my report to the Charity Commission. That report is nominally private, and the Charity Commission is a reserved body, but I have no doubt they will show it to this Commission.

Lord Kenyon—continued.

until all his means had been exhausted. I took the farm after he had given it up at 55*l*. a year, the landlords allowing 5*l*. per annum for manure. I eventually had to give the place up, as it could not pay. Since leaving the farm I have taken to the trade of butter and flour merchant. Mr. John Evans, Bodawel, can confirm my evidence.

69,242. This is the printed letter sent by Mr. David Jones in 1840, I suppose?—Yes.

69,243. He being agent to Sir Watkin?—Yes.

69,244. I had better read this, I think.

" (Private.)

" Park Llwydiarth, " Cann Office,

" SIR,

" August 6th 1840.

" As the agent of Sir Watkin Williams Wynn, Baronet, for the estates in my collection, I beg leave to inform you that the rent to be annually paid by you for your farm and lands in the parish of Mallwyd, in the county of Montgomery, and now in your occupation is fixed at the clear sum of 50*l*. In the equalisation, and, where necessary, in the advance of the rents, the orders of the late baronet have been strictly attended to, namely, that your farm and lands should be valued at a rate very considerably less than the property of any adjoining landlord. These orders have been also acted upon and confirmed by the acting trustee under the late Sir Watkin's will. The new rent is to commence from Lady Day 1840. And I am to request that you will send me an answer within a week from this date, in writing, whether you take the property at the rent now offered. If I receive no such answer I shall consider that you decline becoming the tenant at that rent, and I shall proceed in the letting of the farm to any other person who may be willing to take it.

" I am, Sir,

" Your obedient servant,

" DAVID JONES.

" To Mr. John Davies,

" Gweinion."

I think Sir Watkin succeeded in 1840, did he not?—He was the owner previously.

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Mr. H. JONES.

[Continued.]

Lord Kenyon—continued.

69,245. He succeeded to his father's estate?
—I cannot say that.

69,246. When was the farm sold to Sir Edmund Buckley?—It was long after 1840.

69,247. Can you approximate the date?—No.

69,248. Who is Mr. Bradwell?—The owner of Gweinion.

69,249. He was the gentleman who bought from Sir Edmund Buckley in 1872?—Sir Edmund Buckley sold it at the auction.

69,250. What was the date?—When the land was bought?

69,251. Yes. When did Mr. Bradwell buy it from Sir Edmund Buckley?—21 or 22 years ago.

69,252. You were in arrears at the time, I see from this letter?—He had allowed it previously.

69,253. How much was your father in arrear at the date of this letter, in 1886?—It was my uncle.

69,254. Well, your uncle; how much was he in arrears?—Twelve months, and 10*l.* over and above that.

69,255. That would be about 70*l.*?—Yes.

69,256. The letter is as follows:—

"Mr. Humphrey Davis (*sic*),
Gweinion,

"London,

November 18th, 1886.

"DEAR SIR,
"IN answer to yours of the 8th of November, respecting the arrears, we really cannot afford to forego these, as the rent is so small and pays so little interest, and as you have the farm we think you ought to pay them for your uncle. We are very sorry to hear, Humphrey Jones, that you are doing all you can to prevent other people from paying poor Mr. Thomas his tithes. This will do you no good in the end, for if you did not have to pay tithe to him, you would have to pay it to me, or someone who would not do so much for you as we have done. He is always willing to help you if you go to him, but you cannot expect him to run after you as the others do. Mr. Smith writes us that you have sold your sheep to someone else, although Mr. Bradwell distinctly bought them from you. It does not matter, but we do not call that sort of thing businesslike.

"We are, dear sir,

"Yours truly,

"D. J. BRADWELL."

What was the question with regard to the sheep which he mentions in that letter?—There was a disagreement about the sheep. They were bought. One understood that they were to be taken away in three weeks—the landlord took it for granted that they were to be taken away in three weeks—while the tenant was under the impression that they were to be taken away immediately.

69,257. Do you contest what is said in this letter, that Mr. Bradwell had bought them?—No.

69,258. Only you think he ought to have taken them away at once. Is that so?—Yes, and because he did not come for them immediately, I sold them before the three weeks.

Lord Kenyon—continued.

69,259. Did you sell them at an increased price?—No, about the same price.

69,260. What was the size of this farm?—I cannot speak as to the acreage, but the rent has been from 40*l.* to 65*l.*

69,261. How many sheep do you keep?—From six to seven scores.

69,262. What other stock?—21 or 22 cattle.

69,263. Is that all the stock. Do you keep any horses?—From three to five horses.

Mr. Griffiths.

69,264. Did you say that your uncle improved the farm by draining?—Yes.

69,265. We are told that the landlords do all the draining?—They did none at Gweinion.

69,266. The landlord did none?—No.

69,267. Was your uncle paid anything for the draining which he did, when he left?—His rent was raised 10*l.* after doing the draining.

69,268. That is the reverse then. The rent was raised 10*l.*?—Yes.

69,269. Was that in consequence of his refusing to pay the tithe?—No, no one refused then.

69,270. But still, did he consider that the rent was too high; was 50*l.* too high a rent for that farm?—Yes.

69,271. Was that the reason why he got in arrears with his rent?—Yes, he was saving money previous to that.

69,272. But after that he went back?—Yes.

69,273. Did you help him in any way to make up the rent?—Yes.

69,274. In what way. Had you money of your own?—Yes.

69,275. And did you give it to him?—I gave him some.

69,276. You are now a butter and flour merchant, are you not?—Yes, a little.

69,277. What is the present price of butter?—There are several prices; it depends on the quality.

69,278. What is the lowest?—From 9*d.* to 13*d.* and 14*d.*

69,279. Do you give 14*d.* a pound for butter in towns?—No, from 9*d.* I said.

69,280. But have you at any time given 14*d.*?—No.

69,281. You said from 9*d.* to 14*d.*?—I was alluding to fresh butter.

69,282. Do you buy fresh butter in pounds?—Yes.

69,283. Do the farmers buy much flour?—Yes, they buy a sack occasionally.

69,284. They do not grind their own corn now as they used to?—Wheat is not grown here at all.

69,285. Was this Mr. Bradwell the incoming tenant of the farm?—He was the purchaser at Sir Edmund's sale.

69,286. I understand—he purchased the farm. Then, although he went on the farm, you sold the sheep to another. I understood that the sheep were more valuable to an incoming tenant

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MR. H. JONES. A.M.

[Continued.]

Mr. Griffiths—continued.

than they were on the market. Is it not so?—There were only 10 or 12 of them.

69,287. You were not breeding sheep in any quantity, I understand?—No.

Mr. Richard Jones.

69,288. Where do you find the market for the fresh butter that you buy?—From Towyn to Bangor, and Blaenau Festiniog as well.

69,289. What is the taste of the people who go to watering places. Is there too much salt in the butter that is made in the neighbourhood to suit them?—I get farmers to make it specially with little in it to suit my customers.

69,290. But I suppose you find that the taste of the public has altered a good deal with regard to butter to what it was, and that they do not like it with so much salt?—English people do not want but little in it, but the Welsh like it salty as before.

69,291. So that you really have two classes of customers to try to suit?—Yes, three or four that I know of.

The witness withdrew.

Mr. W. R. M. WYNNE re-called and further examined.

Lord Kenyon.

69,298. You are Mr. Wynne, of Peniarth?—Yes, my Lord.

69,299. What is it you wish to rebut?—I firstly wish to rebut some evidence given last year at Towyn by three of the witnesses, two particularly with respect to game and the increase of rents on one farm of mine, and the other with regard to some enclosure said by him to have been made upon my manor. The first is some evidence given by the Rev. Mr. Davies.

69,300. That is at question 15,848, at page 731?—At question 15,850 he mentions the farm called Tonfahnau, which is the last he mentioned, saying that in 1875 the rent was 163*l.*, and that now it had been increased to 200*l.*; you will see that at the end of the paragraph, with regard to that, the rent was 215*l.* when I bought the farm. It has been reduced now to 200*l.*, but he omits to tell you that I pay the tithe, which is about 4*l.* 18*s.*, or, to be exact, 4*l.* 17*s.* 10*d.* (the tithe on that farm happens to be very low), and there is a discount allowed upon the rent of 30*l.* per annum, which would bring it down to 165*l.* as near as possible—165*l.* 2*s.* 2*d.* I think would be the exact figure, as compared with 163*l.* formerly. So that there is not actually 2*l.* increase of rent now. The farm has been very largely repaired and put into thorough good order, and the tenant during the whole of this summer has had it full of lodgers, at least during the last three or four months. I do not think there is much to be complained of about that farm. Three of the other farms mentioned by the Rev. Mr. Davies, Nantcynóg, Bryn, and Nanty-

Mr. Richard Jones—continued.

69,292. Do you find that the farmers are ready to abandon old methods in order to try and meet the taste of the public?—The youngest portion are quite willing to do so, but the old women would not do so.

Lord Kenyon.

69,293. Mr. Owen Wynne asks, "Why did not your father take the opportunity of purchasing Gweinion when Sir Watkin sold it, as it was sold at a reasonable price"?—It was not my father.

69,294. You uncle?—I cannot speak to that, because it was before my time.

Mr. Griffiths.

69,295. Did he not die a pauper?—Yes.

Lord Kenyon.

69,296. Mr. Owen Wynne's question continued: "Was it sold in 1858"?—About that time. I cannot be certain.

69,297. "How old were you then"?—I had not come into sight then.

Lord Kenyon—continued.

pool, are farms that belong to the free school of Llanegryn. The rent of those has been increased, but the whole of the increase in the rent has been used in the parish for the purposes of education, in order to save the school board or local rates. The other farms named by him do not belong to me.

Then at question 15,854 on the same page, in the next column, he speaks a great deal about the game. I venture to say that there is not an excessive quantity of game. In my evidence in chief at Barmouth I made a little mistake in regard to the question of game. I said that there were three rabbits to an acre, and it should have been three acres to a rabbit, that is to say, that each three acres produce one rabbit. Of course, on a large part of the mountains there are no rabbits at all, nor, as one of the witnesses says further on, are there on any of the marsh lands. Mr. Davies says it is useless to plough the fields near the covers. With regard to that, all the fields are ploughed in rotation as they are wanted by the farmers. I never heard a single farmer say that he could not plough the land up to the covers. We kill all the rabbits that we are requested by them to kill, and they use the Ground Game Act very freely. As to large crops of carrots being spoilt, that is not correct. There never were large crops of carrots sown in our country.

69,301. I see that he makes a specific statement; do you know anything about that. He says in that column, "A neighbour of mine had a field of barley the summer before last," and so on?—I never heard about it; it never came to my notice.

See 9501
9536,
16,084*a*,
and 16,16

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Mr. W. R. M. WYNNE.

[Continued.]

Lord Kenyon—continued.

69,302. It never was brought to your notice?—It never was brought to my notice. On the next page Mr. Davies says: "The farmers generally keep less servants than they did in former years, partly because much of the work is done by machinery." I would suggest also that it is because there is a great deal less arable land now in our district. Mr. Davies said at question 15,894, page 734, that we are in the habit of allowing old tenants to go away and new tenants to come in at a reduced rent—in fact, not making a reduction of rent to the sitting tenant. That, I can say, has never occurred upon my property; neither has what he says at 15,897—that the advances in the rents are a great deal heavier on the farms where the tenants have improved their holdings. All I can say is that our rents are a great deal lower instead of being increased on such a farm. At 15,919, page 735, Mr. Davies is asked, "Do you not know that Mr. Wynne pays compensation for damage done by game?" Mr. Davies says he does not know of any cases. I have here a list of several instances where considerable amounts have been paid as compensation for damage done by game.

69,303. Would you state what those are. Perhaps you gave them in your evidence before?—No, I do not think I did, my Lord. I have a copy of my evidence in chief which I gave at Barmouth, and I do not think that I actually named the farms.

Mr. Richard Jones.

69,304. Mr. Davies mentioned a case where application was made for compensation, and you refused it?—He did, and I should like to have had him name it. I have given him notice that I was coming here. I have no recollection whatever of ever having refused.

Mr. Brynmor Jones.

69,305. Then you do not deny that damage has been done by game from time to time?—In certain cases it has, certainly, but we compensated for it.

69,306. Your rebuttal amounts to this, that his account at question 15,854 is wholly exaggerated?—His account of the game is wholly exaggerated with regard to the amount of game. If I may be permitted to mention it, I have taken from my game book which is here the exact result of the principal day's shooting for the 15 past years, showing the amount of game we have killed day by day. Your Chairman (Lord Kenyon) has occasionally shot with me, and could corroborate this, I daresay. The average amount of game per year of hares and rabbits for two days of the best shooting in the 15 past years (not trapped, of course, to help the farmers to destroy them) has been 11·1 hares—that is each day per year for 15 years past—and 21½ rabbits. That cannot be considered excessive shooting. Those figures I have given, I should say, are taken from the game book with reference to what we call the Tirgawen beat and

Mr. Brynmor Jones—continued.

Peniarth Wood. On the next day, on the adjoining beat—which we call the home beat—so that I am taking them quite fairly—there have been an average of 12½ hares for that day's shooting, and 32½ rabbits. I may say that one of those woods is entirely in my own hands. I do not think, taking those figures, that that can be considered in any way excessive.

Lord Kenyon.

69,307. That represents how many days in each year?—That represents two of my principal days' shooting in the season. That is the result of two principal days' shooting what we got for the past 15 years. I may tell the Commissioners that every year now the rabbits and hares are fast decreasing, in fact the hares are virtually gone. I think last year on the whole estate we only killed about 40 hares. I have got all the particulars here.

69,308. I do not think it is necessary to state them individually, but would you state the number of cases in which you have compensated for game. That will be a sufficient rebuttal?—First of all I may say that they are paid annually for the pheasant coops that are put upon the grass land; they are paid at a rate which was agreed between me and the farmers formerly of 1s. per coop for the time the pheasants were on the land. That, of course, goes to compensation. I see from my notes that there were five cases where compensation was paid directly for actual damage besides what is paid for the coops being upon the land. I think there is a sixth case which is mentioned on the note I have before me. I think I may tell you truthfully that there were six, and if they come to me and ask I always send the under agent, and try and value it as fairly as possible between us.

Mr. Richard Jones.

69,309. Would you go so far as to say this, that any farmer living on the borders of a cover would have no need to complain of damage done by rabbits?—I would not say that he might not have cause to complain, but I do my very best to remedy any reason for the complaint, and to have the rabbits destroyed as closely as possible. I think if any practical farmer would come across my property now, he would not say that there was any sort of excess of rabbits or hares.

69,310. Of course you do not allow the tenant farmer or anybody representing him to go into the covers?—No, not into the covers, but I work hard to kill them in the cover fences. I think the figures I have referred to will show you that there is no excess of rabbits there. Mr. Davies, at question 15,927 is asked the question, "To whom did Mr. Wynne refuse compensation for game damage?" He says that he knows him, but he has not permission to name him. I have heard the person named indirectly. I do not know whether it is right for

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Mr. W. R. M. WYNNE.

[Continued.]

Mr. Richard Jones—continued.

me to say who it is here. I heard the farmer named accidentally the other day.

69,311. It would not be safe to mention his name, because Mr. Davies may have referred to someone else?—Yes, he may have referred to someone else. If it was the person I heard mentioned, he has had compensation.

Lord Kenyon.

69,312. Is there anything else you wish to rebut?—Yes; I should like to refer to the evidence of a tenant farmer further on; but first, on page 737, in the evidence of Mr. R. F. Jones, at question 15,982, he refers to the common land, and he says that there is not much open common now. There never was any open common in my parish. It is an open mountain, but it was not common. It is all allotted to the various farmers. He is also asked, at question 15,983, "Can you go and cut peat now." He says, "No, not any." None of those farmers that this gentleman was speaking of would have allowed people to go on to the mountain in the parish and cut peat there.

Mr. Richard Jones.

69,313. Does he allude to Llwyn Gwrl?—He speaks of Llanegryn, I think. Llwyn Gwrl is enclosed under an Inclosure Act.

Mr. Brynmor Jones.

69,314. While you are on this question 15,982, I understand you say it has been enclosed to the different farms. Did those farmers exercise rights of pasturage on this open mountain before?—The witness Mr. R. F. Jones is wrong. It has never been enclosed, a single yard of it, except 30 acres for one of the farms. We do not allow enclosures on it at all. It is far too big to be enclosed.

69,315. But they do exercise rights of pasturage?—Clearly, and they are all allotted to each farm.

69,316. Then he is wrong in saying that you have enclosed, in the proper and technical sense of the word enclosed?—Perfectly wrong. I would not allow any enclosure on it, nor was there any peat cut by the villagers. Further, I am not lord of the manor of the parish of Llangelynnin where there is an Inclosure Act. If he is speaking of the parish of Llanegryn, there were not any persons allowed to cut peat on the mountain there. Then at question 15,984 he says that the rent was raised if a bit of mountain was enclosed. I say it is never done.

69,317. I would call your attention to this, that what Mr. Jones is speaking of is the whole district. What he means is very vague; he may mean by that, not simply the manor in which your estate is situate, or any manor that belongs to you, but practically the whole county?—But at 15,982 he directly mentions me as acting as lord of the manor.

Mr. Brynmor Jones—continued.

69,318. Yes, but I mean as to the earlier part. He says, "It has been enclosed on different parts." There is truth in that statement, as appears from other evidence we have had given before us?—There has been an Inclosure Act passed for the parish of Llangelynnin, with which I had nothing to do.

69,319. That is what I meant?—Certainly. There has been an enclosure there.

69,320. But you do not contradict him altogether. You say yourself that you have never enclosed?—We have never enclosed, and I am not lord of the manor of the parish where the enclosures have been made.

Lord Kenyon.

69,321. I think on the face of it it must refer to your case. It seems to do so?—I think that he clearly refers to me, and that is why I wished to explain it. I thought it certainly referred to me, and that I had better clear it up.

Mr. Brynmor Jones.

69,322. Certainly. I only wanted to see what difference there was between you, that is all, and I understand it now?—Yes. There is some further evidence given by Mr. D. Humphreys which I should like to clear up, on page 742, if I am not taking up too much time. I will make my statement as short as I possibly can. Mr. David Humphreys, who is a large tenant farmer on my property, says that the mountain is used as a kind of rabbit warren. It is no such thing. We have nothing in the nature of a rabbit warren there. We kill the rabbits upon the mountain as hard as we do upon the farm lands. He says that "last season the keepers caught in one day between 80 and 90 through ferreting." If I may be allowed to explain that, I was with the keepers some five or six years ago, and I had a whole lot of men out simply because this man complained of the rabbits on the sheep walks. We killed in two days between 80 and 90, and the man was looking on at the time. It was entirely to suit his wish and desire that they were killed, so that I do not think he ought to complain about that. He says, and rightly, that part of the land is marsh land, on which there are no rabbits, but he ought to say that a great portion of it is wild mountain land, on which there are no rabbits. He says with regard to the pheasants, that there were 1,800, including the old stock, reared on the estate. There have never been 1,800 reared at all, and they are never removed in the direction of cornfields, as he says they are. We have never moved them in the direction of the cornfields. They are taken straight from the grass fields where they are bred into the covers. He says further on, "On four farms, generally 800 are shot." There never were 800 shot in two days as he says, and they are upon eight farms, not upon four. Then he says that it would be going against Mr. Wynne's wishes if he (David Humphreys) made a claim for

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Mr. W. R. M. WYNNE.

[Continued.]

Mr. Brynmor Jones—continued.

compensation for damage by game. The man has been compensated.

69,323. He very fairly says he is only making an estimate, and he refers to your account?—I have my account of the ground game, which I read to you just now. I took the trouble to take it out of the game book. With regard to hares, I am sure that on this gentleman's farm we could not kill now two or three hares in a whole day's shooting. He says he does not shoot them, out of fear of me. All I can tell you is that he is very fond of his gun, and is partial to shooting. Whether he shoots hares or not I cannot say, but the hares are not there now. We do all we possibly can to clear them out of the covers, as he calls it.

Mr. Richard Jones.

69,324. Have you anything to say in reply to the last statement of his, contained in paragraph 16,084: "The rabbits and game are sent, when killed, to England to be sold"?—Some of the rabbits are sold, but after you have paid the expenses of catching them, you get uncommonly little out of them, and the man may have as many rabbits as he likes to ask for if he does not catch them himself. I have told the tenants if they like to ask for rabbits, they can have them, and they can catch them for themselves, of course. I think you will see that, in answer to question 16,109, he says that a dog has been poisoned, inferring that it has been poisoned by us or the keepers. I have given most stringent orders to my keepers never to touch or think of laying poison. A considerable amount of compensation has been paid in the latter years.

Mr. Brynmor Jones.

69,325. As I understand it, you do sell your game. I am very glad to hear that you do?—Yes.

69,326. I do not at all share in the view which has been put forward by more than one person rather virtuously that he does not sell the game?—We sell the surplus.

69,327. I am only too glad to be able to get game cheaply, as I live in London?—As I think you know, it is now sold very very cheap. It gets cheaper every year; the price of rabbits this year is to be cheaper than the price of rabbits last year, and of all game too. We sell the surplus. The tenants are given liberally all round, and are compensated for damage.

The witness withdrew.

Mr. WILLIAM DAVIES called and examined through an interpreter.

Lord Kenyon.

69,332. Has this statement been translated to you, and is it correct?—Yes, it has been translated to me, and it is correct.

[The following statement of the witness was then read.]

Evidence of William Davies, of Pant, Llany-mawddwy, county of Merioneth. I desire to

Mr. Richard Jones.

69,328. It was from the consumer's point of view that I asked the question?—I can tell you that one of my tenants last year set up rabbit dealing largely on his own account with one of the rabbit dealers in Manchester. Then, when I found that there were too many rabbits on his farm, he was very angry with me for sending two or three of the keepers to kill them, because I was interfering with his profit, although he had been complaining considerably some time before.

Lord Kenyon.

69,329. Have you anything to say with regard to the statement at 16,107?—Yes. The question "is Mr. Wynne, in his evidence at Barmouth, said "that the fences are bad. Can you account "for their bad repair," and he says, in answer to that, "they must be getting worse every year, "and the reason for that is that the rabbits have "dug within the banks." I am sorry to say they are getting worse, very often, because they will not keep them in order; it is not from rabbits. In former years there were a great many rabbits on this farm, in this man's father's time, but we have killed them down now as close as possible, and there are hardly any. Any fair farmer who would walk over the farm with me, anybody who has a practical knowledge of the proper quantity of rabbits on a farm, I am sure could not do other than agree that the farm is very fairly cleared of rabbits.

69,330. I forget whether you stated in your evidence in chief that you gave the tenants the right of killing rabbits before the passing of the Ground Game Act?—One of them, who complained much, I gave the right to shoot and kill everything in every possible way he could. We have never had any complaints about the ground game lately—no serious complaints.

69,331. Is there anything more that you wish to mention?—No, I think not. I wanted to clear up the general point with regard to the allegation that there was an excess of game. I have six farms about here. May I be allowed to say that they have been reduced permanently about 10 per cent. in rental, as well as having 15 per cent. reduction per annum. If any of my tenants should say anything here about those farms, I have no doubt I can answer them.

testify with regard to the increased rents in his parish. The ownership of the property was mostly in the name of Sir Edmund Buckley until the year 1876, when Sir Edmund made a sale, and disposed of the greater portion of his estate. At the sale those sold realised prices which would be equivalent to 40 years' purchase. The following is a list compiled by me of farms

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[Continued.]

with rental preceding the sale and afterwards:—

Farms.	Before the Sale of 1876.	After the Sale of 1876.
	£. s. d.	£. s. d.
Bwlchcoediog - - -	43 0 0	70 5 0 and 1 ton manure.
Troedyrhiw - - -	49 0 0	60 0 0
Coedcae - - -	58 0 0	70 0 0
Wengau - - -	45 0 0	60 0 0
Ty canol - - -	46 0 0	63 0 0
Pennant - - -	42 10 0	70 0 0
Brynuchaf - - -	112 0 0	140 0 0
Tynllechwedd - - -	72 0 0	90 0 0
Nantrodyn and Nant- nwlan. - - -	36 0 0	50 0 0
Yr Aber and Tynywern	63 0 0	90 0 0
Brynsion - - -	25 0 0	37 0 0
Bryncelyn - - -	12 0 0	18 0 0
Elwynon and Sarnwydd	32 0 0	50 0 0
Tyntwll and Dalfa -	55 0 0	80 0 0
Blaen cowarch - -	60 0 0	86 0 0
Ponybont and Maes- tenddu. - - -	23 0 0	45 0 0
Bwlch - - -	32 10 0	45 0 0
	806 0 0	1,124 0 0

An increase of over 36½ per cent. I believe some reductions have been made since. *Railways.*—The Dinas Mawddwy Railway is the only one which connects the district with other centres of business. A little while ago the farmers in the two parishes were invited to a meeting at the instance of the secretary of the company to see what could be done rather than the railway should stop. Some repairs and alterations had to be made. The result was that the farmers had to pay or agree to pay advanced rates on lime, coal, and other goods, so that the company might recoup their outlay. Had the railway stopped it would have been a serious loss to the neighbourhood.

Lord Kenyon.

69,333. Have you any record of what the reductions are that you say have taken place?—I think that they have been reduced now very nearly as they were before the sale.

69,334. Who bought most of these farms?—Messrs. Bradwell.

69,335. Do they still belong to Messrs. Bradwell?—They may, the same as they did at first, with the exception of one or two.

69,336. Did the landowners in the district do anything to help the Dinas Mawddwy Railway?—I do not know that any of them have assisted at all, except Sir Edmund Buckley.

69,337. Did they take many shares in the railway when it was made?—I do not know one.

69,338. Who took the shares?—I know but very little about it.

Mr. Griffiths.

69,339. Were these rents raised before the sale or after?—After the sale.

69,340. Did any of the tenants buy some of the farms?—Yes, some of the tenants bought farms at the time.

69,341. Had they the money to pay for them?—Some had a little money and some a good deal.

Mr. Griffiths—continued.

69,342. Do you know any that bought them and were obliged to sell them again?—No, I do not know of any tenant having done so.

69,343. What per-centage did they pay for the borrowed money?—I bought a farm myself, and I pay 4 per cent. on the money I borrowed.

69,344. Would the money be more at 4 per cent. than the former rent?—Yes, according to the general result of the sale the half-yearly rent would be in the proportion of three to two.

Mr. Richard Jones.

69,345. How long had these farms been in the hands of Sir Edmund Buckley before he sold them?—The farm which I bought had been in his possession from 15 to 18 years. Sir Watkin was the owner of it when I first knew of it.

69,346. Had Sir Edmund raised the rent of that farm when he became the owner?—No, I do not think he advanced the rent to anyone, except charging, of course, for improvements made.

69,347. Improvements made and buildings?—I did not buy the place where I lived then, but the place where I did live then he attached some new buildings to—he built some new buildings, and he charged at the rate of 5 per cent.

69,348. Do you find that it adds much to the value of a farm to have good railway facilities in a neighbourhood?—Yes.

Sir John Llewelyn.

69,349. Do I understand that you are now a freeholder?—I bought the place where I lived, but I pay interest on the money.

69,350. Have you had it ever since 1876?—Yes.

69,351. Do you consider you are better off now than you were as a tenant?—I feel more interest, and am more confident of doing well than I was when I was simply a tenant.

69,352. Do you own any other land besides that which you farm yourself?—No.

69,353. When in 1876 the rents were increased that you have told us of, were they increased to the sitting tenant or what?—I went there to live after the sale.

69,354. That is not an answer to my question; my question was whether there was any change of tenancy in these various farms that you have named?—In a few in consequence of the price.

69,355. And the increase from 800% to 1,100% has approximately come down again to the old figure?—Yes, I think 20 per cent. or 30 per cent.

Lord Kenyon.

69,356. Mr. Humphreys Owen asks: "Do you know whether the financial difficulties of the Mawddwy Railway were due to the requirements of the Board of Trade?"—I know very little about that.

69,357. I do not think you quite understand the question. It is, "Do you know whether the financial difficulties of the Mawddwy Railway

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Mr. C. WILLIAMS.

[Continued.]

Lord Kenyon—continued.

"were due to the requirements of the Board of Trade"?—Yes, I understand that the requirements of the Board of Trade are more stringent than the company can comply with.

69,358. Mr. Owen Wynne asks: "Was not the railway made by Sir Edmund Buckley, at

Lord Kenyon—continued.

"his own cost, for the Buckley district"?—I do not know what was his chief object, but he did a great deal of good to the neighbourhood for all that.

69,359. Did he make the railway at his own cost?—So far as I know, he did.

The witness withdrew.

Mr. CHARLES WILLIAMS called and examined.

Lord Kenyon.

69,360. For whom are you agent?—I am agent for Sir William Roberts, who owns the Bryn estate, about five miles from here. The last witness, in the course of his remarks has referred to the increase of various farm rents. Among those farms are one or two belonging to Sir William Roberts.

69,361. Which are they?—Brynuchaf and Tynllechwedd, and there was another one he mentioned after, which I did not quite catch the name of, but I think that is one of Sir William Roberts' too.

69,362. Do you mean Ty canol?—Yes, that is the one I refer to.

69,363. Are those the only three?—Those three belong to Sir William Roberts. Then there is Yr Aber, belonging to Mr. Jonathan Hooton (Manchester), whom I also represent, and Brynson, Brynceelyn, and Sarnewydd, which also belong to Mr. Hooton.

69,364. Llwynon too?—Yes, Llwynon too. The last witness has given the impression that the rents have been increased since 1876.

Mr. Griffiths.

If I rightly understood him, he said that they had been reduced since.

Lord Kenyon.

69,365. What he said was that they had been increased after the sale and reduced since?—I should like to make an explanation with regard to Sir William Roberts' farms. Do you want the particulars with regard to each farm?

69,366. We had better have the particulars with regard to those three farms of Brynuchaf, Tynllechwedd, and Ty canol?—I thought of stating in general that Sir William Roberts—

Mr. Brynmor Jones.

It is not worth while rebutting generally; if a man has given details you should correct his details.

Lord Kenyon.

69,367. He made no statement against Sir William Roberts. Let us have details with regard to those farms?—I should say with regard to Ty canol, the rent in 1876 was 30*l.*, and now it is 25*l.* See 69,374*a*.

69,368. He says it was 46*l.*, and that it was after the sale 63*l.*?—The rent of Ty canol is 25*l.* The rent of Brynuchaf at the present time is 95*l.* There has been a total reduction there of 45*l.*; it was 140*l.* in 1878.

69,369. Yes, that is what he says. It is now 95*l.*?—Yes, a reduction of 45*l.*

69,370. Below what it was in 1876?—Yes.

69,371. Now Tynllechwedd?—The rent of Tynllechwedd, including Cwm Issa, at that time was 90*l.*; at the present time Tynllechwedd is 28*l.*, and Cwm Issa, 28*l.*; the two together are 56*l.*, which, deducted from the 90*l.*, gives a total reduction of 34*l.*

69,372. Then the other four?—Which have you next?

69,373. Aber?—That is Mr. Hooton's. I may say with regard to the whole of the rents of those farms of Mr. Hooton, in 1876 they were 139*l.* 10*s.*, and the rents to-day are 141*l.* 10*s.* The bulk of the buildings on Aber have been rebuilt, and also there has been a Dutch barn put up at Brynson, and there are extensive repairs going on at the present time at Llwynon and Sarnewydd.

69,374. They were rented at 139*l.* 10*s.* in 1876. Was that before the sale?—At the time of the sale. At the present time they are 141*l.* 10*s.*

Adjourned for a short time.

Lord Kenyon.

69,374*a*. You wish to make a correction I believe, Mr. Williams?—I wish to correct myself with regard to the rent of Ty canol farm. The

Lord Kenyon—continued.

rent in 1878 was 65*l.* and the present rental is 48*l.*, which is a total reduction of 17*l.*, instead of 5*l.* as I previously said.

The witness withdrew.

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Mr. E. JONES.

[Continued.]

Mr. EVAN JONES called and examined through an interpreter.

Lord Kenyon.

69,375. You are Mr. Evan Jones, of the Shop, Cemmaes?—Yes.

69,376. You understand English?—Yes, but I want to be examined in Welsh.

69,377. This is your statement. Will you read it yourself, or would you rather it were read?—I would rather it was read.

[The statement of the witness was read as follows.]

The evidence of Mr. Evan Jones, Shop, Cemmaes, grocer. Dugoed mawr was the home of our family for 103 years. It was taken by my great grandfather as tenant from year to year, in 1785, at a time when the land was, as the Welsh name implies, all covered with trees. It was then offered to him and his family for ever at an annual rent of 30*l.*, but owing to depression in trade, and the expense that would have to be incurred in clearing the land, he was afraid of accepting the offer. But as the land was being from time to time improved, the rent was raised until it reached the sum of 80*l.* a year.

My father died in 1879, and the place was let to my mother; but she had to agree to let another tenant graze free on the mountain attached to Dugoed, 35 sheep from 12th May till 12th November each year. This I would reckon as equivalent to an annual increase in the rent of 2*l.* 10*s.*

Buildings and repairs.—At the death of my grandfather all the buildings had become so poor and dilapidated that repairing was urgent. My father had to cart for the purpose stones a distance of two miles, slates 20 miles and lime 30 miles. He had to do this at his own expense, and the family had afterwards, during the whole term of their tenancy, to keep the buildings in repair at their own expense. My father was at one time anxious to build a cowhouse and a barn on a part of the farm that could not be conveniently worked without such buildings, and on the express promise of the landlord that he would be compensated he spent about 10*l.* in erecting the buildings, but he received nothing in return.

Game.—Dugoed is a notably good place for game preserving. In 1878, when my father had become totally blind and was on his sick bed, we were anxious to make a present of a hare to a friend. My two brothers and myself, two of us being under age, went in quest of the game, but though we failed to catch anything we were seen by Mr. J. Brown, the gamekeeper, who informed the landlord. The latter gave us the option of either paying 5*l.* to the parish clergyman to be divided among the poor, or of being brought up before the justices of Dolgelly. My father preferred the former course, and the 5*l.* were paid accordingly, and the parish clergyman had the privilege of distributing it. To punish us for this trespass it was decided to rear a good stock of game at Dugoed for the coming season. Eighteen pheasants were reared in a wheat field close to the house. My father

Lord Kenyon—continued.

hearing of this, and being at the time poorly and confined to his bed, made a request to the landlord for a pheasant, but though the landlord knew well that all the game had been brought up at the expense of my father's wheat, his request was curtly refused. When the Ground Game Act came into force my mother and my brother, who had by this time come of age, and was co-tenant with her, had to pledge themselves not to kill even a rabbit unless the gamekeeper was present.

Politics.—When my brother was re-taking the farm after the death of my mother one of the conditions was that he should go to church, but he refused to comply. The farm was let to him, but it was evident that he was regarded as a black sheep ever after. In 1887 he threatened to give the farm up, expecting that thereby he might either get a reduction in the rent or that proper repairs would be done, but no heed was paid to his representations, and the farm was let to another. The latter, when on the point of signing the agreement, withdrew, and as there was no other applicant for the farm at the time, my brother was sent for, and it was offered to him again. He asked for time to consider and to discuss the matter with his friends; but he was warned that, should it turn out that he had been discussing the matter with a particular person, he could not have the farm. In the meantime a Churchman came forward, and the farm was let to him immediately.

69,378. When was the rent fixed at 80*l.* a year?—That was before my time.

69,379. What was the rent when you last knew it?—80*l.*

69,380. It has not been altered in recent times?—That permission to allow sheep to go on the mountain has brought an increase of 5*l.*, and not 2*l.* 10*s.*, as stated.

69,381. The grazing for 35 sheep you put at 5*l.*?—Yes, the present tenant charged 5*l.* for this permission to turn the 35 sheep on to the mountain.

69,382. Who was the landlord?—Mr. Wynne, Peniarth.

69,383. With regard to the game, was the game let?—Mr. Wynne reserved it.

69,384. In his own hands?—In his own hands.

69,385. These 18 pheasants you spoke of, I suppose, were wild bred pheasants?—Yes.

69,386. Were they wild bred, or were they turned out? I suppose the hen pheasant lay in wheat fields, and reared her young there; was that it?—Yes.

69,387. You say the landlord refused to give a pheasant to your father?—My brother went to ask the head gamekeeper, and he refused.

69,388. The head gamekeeper was Mr. John Brown, was he?—No, I do not know who was the head gamekeeper at the present, but John Brown was the local keeper then.

See
69,493,
69,498—
69,510.

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Mr. E. JONES.

1881 [Continued.]

Lord Kenyon—continued.

69,389. You do not know whether the keeper went to the landlord or not?—No, I do not.

69,390. You say, "When my brother was re-taking the farm after the death of my mother, one of the conditions was that he should go to church"?—Yes, that was one of the conditions.

69,391. But the farm was let to him?—Yes.

69,392. Was the rent increased?—They allowed 35 more sheep to go on the mountain. They extended the time from the 12th of May to the 12th of November.

69,393. But after your mother's death, I mean?—This happened after the death of my father.

69,394. I want to know what happened after the death of your mother?—Nothing after that, I believe.

69,395. You state here, "When my brother was re-taking the farm after the death of my mother, one of the conditions was that he should go to church"?—I mean after the death of my mother.

69,396. Who made those conditions?—Mr. Wynne asked my brother in the presence of Mr. Thomas, rector of Mallwyd.

69,397. But he did re-let the farm to him?—Yes.

69,398. Was the rent raised to him then?—No.

69,399. Why did you think he was regarded as a black sheep?—Well, any favour that he asked he would never get.

69,400. What favours did he ask?—Well, any repairs that he asked, and he asked them to wire a mountain in.

69,401. That is rather a big order, is it not to wire a mountain in?—Oh no, not very much.

69,402. To fence in a mountain is rather an expensive thing?—That is right.

69,403. Was the house in very bad repair?—One part of it was very good. It was rebuilt in the time of my father.

69,404. What did he ask for in the way of buildings?—I cannot tell you, I am sure, but I remember hearing my brother saying that he had asked for a good many things—small jobs.

69,405. In 1887 he threatened to give it up, thinking he might get a reduction in rent?—Yes.

69,406. Do you know whether the rent is reduced now?—No, I do not.

69,407. Perhaps the landlord thought it was a fair rent?—I do not know whether he did.

69,408. Then you say there was no other applicant, and the farm was offered to your brother again?—Yes.

69,409. How long did he take thinking the matter over?—He did not take a week.

69,410. Who was the particular person he discussed the matter with?—Mr. David Evans, of Cemmaes.

69,411. Why should not he discuss the matter with him?—Political views, I believe.

69,412. Did not your brother have any conversation with Mr. Wynne as to this particular person?—He told him at Peniarth, when he was

Lord Kenyon—continued.

asking for a farm after he knew that he was going to the place with this Mr. David Evans, that he would never let the farm to him.

69,413. You say a week afterwards it was let to a Churchman?—Yes, I believe so, if I remember rightly.

Mr. Brynmor Jones.

69,414. Were you present at any of these interviews?—No, I was not.

69,415. You speak from statements made by your brother?—Yes. I was in Liverpool at the time.

69,416. Where is your brother?—He is in the United States of America.

69,417. You say, "When the Ground Game Act came into force, my mother and my brother, who had by this time come of age, and was co-tenant with her, had to pledge themselves not to kill even a rabbit unless the gamekeeper was present"?—Yes.

69,418. Was there a written agreement for the tenancy?—If I remember rightly, there was; but it was an understood thing, anyhow.

69,419. You mean whatever was in the written agreement, you say that this was a condition?—Yes.

69,420. A verbal condition?—Yes.

69,421. Were you present at any interview?—No, I was not.

69,422. Did your brother exercise any right of killing rabbits, in fact?—No.

69,423. He did not kill them?—No.

69,424. Even after 1880?—No; I believe the gamekeeper came with him once or twice with a ferret to kill the rabbits.

69,425. You said, using metaphorical language, that he was a black sheep?—Yes.

69,426. I suppose he came into contact with some agent or sub-agent or gamekeeper from time to time?—He was coming into contact with Mr. Wynne himself.

69,427. Was he coming into contact with Mr. Wynne?—Yes.

69,428. Were you present at any interview?—No, I was not. I had left home.

69,429. I suppose what you are suggesting is that there are many many ways—small ways it may be—in which a landlord may show by his treatment of his tenant that he is not a very grateful person?—Yes.

69,430. What was the name of the other person who withdrew after taking the farm?—John Richards.

69,431. What district are you speaking for?—The parish of Mallwyd.

69,432. My questions have been answered with regard to that, I think. That is a Welsh-speaking parish, no doubt?—Yes.

69,433. You come from Cemmaes?—Yes.

69,434. What parish is that in?—Cemmaes parish.

69,435. Is that a Welsh-speaking parish?—Yes.

69,436. And most of the people use the Welsh language habitually amongst the tenants?—Yes, only strangers use the English language.

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Mr. E. JONES.

[Continued.]

Mr. Byrnmor Jones—continued.

69,437. Are there many strangers there?—Well, sometimes, visitors.
 69,438. Are most of the people Nonconformists, too?—Yes, most of them.

Mr. Griffiths.

69,439. Did your father take a lease of the farm at 80*l.* a year?—No, he was afraid that he could not make it pay.

69,440. Is it usual for a tenant farmer without a lease to keep a place in repair?—It is usual with us.

69,441. But it was made a condition?—Yes.

69,442. Did the landlords do repairs at all?—No, not to my knowledge.

69,443. Whose sheep were these that were allowed to graze free on the mountain attached to Dugood?—The next farm, belonging to the same estate.

69,444. Then your neighbour had the privilege of turning 35 sheep on to the mountain?—Yes, he always used to turn 35, but on my father's death he had the liberty of turning 35 more.

69,445. Did you consider 2*l.* 10*s.* a year rather a high charge for that?—Well, the rent of this

Mr. Griffiths—continued.

farm was raised 5*l.*, and was not reduced to my mother, so I consider it 5*l.* to Mr. Wynne's own benefit.

69,446. Did your brother go to church?—No.

Lord Kenyon.

69,447. I have some questions by Mr. Vincent: "Who was the landlord who made you or your mother promise not to kill ground game"?—Mr. Wynne.

69,448. "When the other tenant was allowed to place 35 sheep on the mountain, was not that in substitution of a right of turning out a mare and sucker which he already possessed"?—Yes.

69,449. You did not mention that. Then, "Would you venture to say that Mr. Wynne ever had a keeper called Brown"?—No, it was Sir Watkin's keepers, who came and found us on Mr. Wynne's land.

69,450. Had Mr. Wynne a keeper there at all?—No.

Re-examined
69,498.

The witness withdrew.

Mr. EDWARD VAUGHAN called and examined through an interpreter.

Lord Kenyon.

69,451. Is this your evidence which has been translated to you?—Yes.

69,452. And do you say it is correct?—No, it was not correct according to the translation.

69,453. Has it been corrected?—It has been corrected.

69,454. Are you a tenant farmer?—Yes.

69,455. Under whom do you live?—Mr. Wynne, of Peniarth.

[The following statement of the witness was then read.]

The evidence of Mr. Edward Vaughan, Dugood bach. At the request of several of my neighbours I volunteered to give evidence with reference to the small valley in which I live. It is 4 miles long by 1 mile broad. The rents are now 33 per cent. higher than they were about 50 years ago, and during that period about one-third of the farms have been consolidated and the families living in the district have been decreased by 50 per cent. There are some hundreds of acres of wet moorland, bringing forth but little hay, and that of poorest quality. This moorland could be converted into the best hay-growing land if it were properly drained and manured. It would be useless expense manuring it without previously draining it. Draining would necessarily mean much labour, time, and expense. Many of the farmers say that they would make many improvements if they had any security that they would be allowed to reap the fruit of their labour. They do not ask for leases, because the present rents

Lord Kenyon—continued.

are too high. Their object is to get as much out of the land every year, and to spend as little as possible upon it. Instead of endeavouring to improve what they have they seek to increase the acreage of their holdings. The two classes that keep agriculture from becoming a terrible failure are (1) the landowners that deal towards their tenants better than they are legally obliged to; (2) the tenants that improve their holdings, trusting to providence and to their landlord's sense of justice when the law fails to protect them. It would be very desirable to obtain such laws and agreements with reference to land tenure as would be likely to induce the tenants to improve their holdings in the best way possible. I think it is the proper work of the tenant to improve the land, and that of the landlord to repair and build. I notice that in all the agreements there are penal clauses inserted to meet cases of bad tenants. The tenants say that some provision ought to be made in their favour to meet cases of bad landlords. I would make two suggestions with reference to land tenure—(1) that the law should be impartial, simple, and clear, for both parties; (2) that the landlords should withdraw the greater portion of their agreements, so that greater confidence between the parties might ensue.

69,456. Have you ever asked your landlord to do any drainage for you?—No; I have done the draining myself mostly, but I have had the pipes from the landlord.

69,457. You say that draining is necessary in your district. Do you think your neighbours have asked their landlords to help them?—I fear that but few have done so.

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Mr. E. VAUGHAN.

[Continued.]

Lord Kenyon—continued.

69,458. Would it repay for the outlay expended on it?—It pays me well for having done it, and I think it would pay others as well.

69,459. You think it would be to the interest of the landlord if he laid out a capital sum in drains?—I cannot reply as to that, but in my belief it is better for them to do it themselves, because they know the nature and the quality of the land, and they can do the draining better.

69,460. Do you know that you can claim compensation under the Act if you give notice to the landlord?—Yes, I am aware of that, but I am also aware that there is ever so much trouble if you want to derive any benefit from it.

Mr. Griffiths.

69,461. In your opinion farmers would do more upon their farms if they had proper security?—That is the common complaint which they bring to me.

69,462. But are the tenants now in a position to pay for doing much draining?—I do not think they are at the present time.

69,463. You think that they have been in the past?—I believe that many have done so in the past, and many would do so again in the future if they had proper security.

69,464. Do you consider that the present depression is so great that people cannot lay out much money upon the land?—Yes, the depression is so great.

Chairman.

69,465. There are some questions by Mr. Vincent: "Would not a full measure of compensation for improvements meet the difficulties of which you speak"?—I believe so far as this, so as to explain my meaning, that if I spent 100*l.* that 100*l.* would probably bring me 30*l.* as interest upon it, which is quite possible; that the landlord would then see that he would, by paying me the 100*l.*, be able to get that amount of the money for the money which I would have spent, which I consider to be unfair.

69,466. I do not think you understand the question. It is, "Would not a full measure of compensation for improvements meet the difficulties of which you speak"?—If it were put in a simple and inexpensive form, without any appeals to very many courts—because we as farmers are more afraid of lawyers than of any other people—the measure would meet our case.

69,467. "You have no fear of any consequence from coming forward have you"?—No, I am not in fear myself, and I have not thought so, but I have been warned by other people from coming forward, and I believe that there are some people who are afraid.

69,468. "Is there not a compensation clause in your agreement with respect to draining done by the tenant"?—You must excuse my answering that question, because I have never looked at the agreement since I had it.

Chairman—continued.

69,469. I suppose you have got a copy of this agreement?—Yes, I have.

69,470. Can you understand it?—Yes, I can. I was of opinion that Mr. Wynne was better than the agreement, and so I put it aside.

Mr. Brynmor Jones.

69,471. You wish to remain on your farm, I understand, do you not?—Yes.

69,472. And you feel perfectly sure that Mr. Wynne will not give you a notice to quit capriciously without some reason?—No, I never had any idea that he would give me any notice of the kind, otherwise the sooner I leave the better.

69,473. Then you do believe in a tenant farmer having confidence that he will not be disturbed in his holding?—Yes, I do believe in that.

69,474. And I understand you to say that if you did not feel secure in trusting to Mr. Wynne it would be better for you to leave the farm at once?—Yes; if I thought that he would revenge himself upon me for anything that I might happen to do.

69,475. That is to say, if you did not feel perfectly secure you would leave your farm?—I do not know how far that "perfectly secure" goes, but if I thought he had any intention of harming me then I should try to leave.

69,476. Then I understand from you that you do think that it is important for tenant farmers to have a feeling of confidence and security?—Yes, I believe so. Without that you cannot expect success.

69,477. Now, let me put this to you. Suppose you were not under Mr. Wynne, but under some person who had bought the estate recently, would you be as secure as you are at the present time; or let me put it in this way, it will be simpler (Mr. Wynne will forgive me no doubt): Suppose Mr. Wynne sold this farm, and you did not know anything about the purchaser?—That makes me quite unhappy.

69,478. Then do you or do you not think that it would be a good thing, seeing that you have no guarantee that your landlord will be the kind of landlord that Mr. Wynne is, under all circumstances that the tenant farmers should be secured by a law giving them a right to go to some third party to say what the fair rent is?—I do acknowledge that at all times.

69,479. I mean, do not you think it would be a good thing that some third party should be called in to fix the rent?—Yes, I am always in favour of that.

69,480. In other words, as long as you know your landlord is a good landlord you do not care a bit about third parties or courts or anything else, but where there is a landlord of whom you know nothing, or a landlord who by his conduct shows that he is hard, you think it right that the tenant should have some protection by a land court?—Yes, in the way I have referred to in my evidence.

69,481. I have been asking you these questions in order to come to Mr. Vincent's question. Do

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Mr. E. VAUGHAN.

[Continued.]

Mr. Brymnor Jones—continued.

you think the sort of protection that the tenant farmers want in the case I have been putting, of some Lancashire landlord for instance, whom you know nothing about, would be sufficient if there were a thorough law of compensation for improvements, or do you think it better that the tenants should have a right to remain on the land for say 5 or 7 years at a fair rent fixed by the court?—For my own part I would prefer to have arbitrators in the same way as we have now in case of disputes as to sheep, where we call in arbitrators.

69,482. That is to say to give you full compensation?—I do not know what kind of law it is until it comes.

69,483. I want to make it a little more clear. Mr. Vincent, as I understand, suggested that full compensation was all that the tenant farmer required. His question was, "Would not a full measure of compensation for improvements meet the difficulties of which you speak?" We are all agreed, of course, that full compensation is a very desirable thing, but what Mr. Vincent suggests is that it is enough?—Yes, but who is to say what is sufficient compensation.

69,484. Well, it is done under the Agricultural Holdings Act now by two referees, one appointed by the landlord and one by the tenant, and the two referees appoint an umpire?—If it were brought about in that way I think it would be as much as I require.

69,485. What I am putting is this: Would you feel sufficient confidence in expending your capital and your labour upon the farm if you thought that you would get this compensation. Is that enough for you?—Yes, I would, but at the same time if I felt for my home I would prefer to remain there to the end of my days.

69,486. Now I am going to put to you, with the permission of the Chairman, the next question which Mr. Vincent puts as a consequence of his first question, "If Mr. Wynne sold and the purchaser raised the rent, and you gave notice

Mr. Brymnor Jones—continued.

"and got the full compensation that you have mentioned, would you complain"?—I am not in favour of that system of giving notice to quit with the intention of having the rent reduced. If I could not come to terms with the landlord as to the rent before giving the notice to quit, I would prefer to leave altogether.

69,487. That is not quite an answer to the question. Just consider it in the light of what you have been saying?—If I left after that I would be quite satisfied.

69,488. I perfectly understand that answer, but I understand you rather want to stick to your farm if you can at a reasonable rent. What Mr. Vincent asks you is this: If Mr. Wynne happened to sell this farm of yours, and it were bought by some third party, and he raised the rent, and you found that it was really no good going on at the increased rent, and then you went and got full compensation, would you complain then?—I believe I understand your question as you put it, and I do not think that I would complain.

69,489. You said something about your not wanting to leave your home?—Very likely I said something of the kind, because I have never had that trial as yet.

69,490. Do you mean that full compensation would be satisfaction for having to give up the home, with its associations?—No, I do not think of that.

69,491. You appear to be a very competent witness, and so I have taken the trouble to put these points to you in order to explain Mr. Vincent's questions. I have nothing more to ask, but if you have anything to add by way of explanation will you do so?—No, I have nothing more to say than this, that if I had spent a considerable amount of money, and by good management had made a little money producing considerable profit, and if this brought good profit to me, perhaps the court would say that I had been sufficiently paid for my expenditure.

The witness withdrew.

Mr. W. R. M. WYNNE recalled and further examined.

Lord Kenyon.

69,492. You wish to rebut some statement?—If you please, with respect to the evidence of Mr. Evan Jones, that was given just now. First of all he states that Dugood Mawr farm was all covered with trees. That was entirely wrong. There was a certain number of trees on it, but it was never all covered in any sort of way. With regard to what the rent was 103 years ago, my books will not show it, but I feel very confident that it never was promised to the family for ever. There is no record, many of our books going back 50 years, that it was promised to the family for ever. Then he speaks a great deal about having a number of sheep from the last witness's farm added to it. He admits that these sheep were added in the place of having a run for a mare and foal. That is true. They were added on, but it was in place

Lord Kenyon—continued.

of having a run for a mare and foal. Then he went on to speak a great deal about the place being out of repair, and his grandfather having to cart. No doubt they had to cart, and his people have been there for a long time, but I should tell you that the whole place was entirely rebuilt by my father, and now is in very good repair. I have no complaints whatever from the tenant of it. Both the house and buildings were put in repair.

69,493. Was the father under a lease?—He was not under a lease; he was a yearly tenant. It is no doubt correct that this family had been there for over 100 years, and no doubt the place was offered to the brother when this man died. Then he says that Dugood is a notably good place for game preserving. There is no game on my property in this part at all. I

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Mr. W. R. M. WYNNE.

[Continued.]

Lord Kenyon—continued.

do not preserve—I never have preserved and never have had a gamekeeper named Brown. If the gamekeeper did go with a ferret it was, I suppose, for the sake of the tenants, but we never had game there. He then says that they had to pay 5*l.* to the clergyman of the parish for killing a hare. I do not remember anything about that. There was some objection to killing hares before the Ground Game Act, or about the time of the Ground Game Act being passed, but I have no recollection of any incident about 5*l.* being given to the clergyman. I do not remember it the least bit in the world. There was certainly nothing said to his brother who went away about being obliged to attend church. As I told you in my evidence at Barmouth, the majority of my tenants are Nonconformists, and I do not trouble with them. If they like to go to church, I like to see them at church, being a Churchman myself—I do not hesitate to say that—but if they prefer to go to chapel, they are welcome to go to chapel; I do not interfere with them in any sort of way. So the man is quite wrong about that. Then he spoke of enclosing the mountain. As your lordship very properly said, to enclose a very large hill would be very expensive to the owner. One cannot afford to enclose all the hill. He made no request to me for new buildings as he says he did. Then he says there were no other applicants for the farm, and that it was let immediately to a Churchman when his brother refused to take it. He is quite wrong there. I had many other applications—several applications for the farm—and I took the man who is the present tenant because upon inquiry I fancied he was the best and most suitable tenant for the farm. This man who gave evidence is quite wrong in saying that there were no other applicants for the farm. He is perfectly wrong in saying that he was in any way a black sheep. I offered him the farm over and over again, as the family had long been on the place, and I gave him every opportunity of considering whether he would take it before the farm was re-let, but he told me he was going off to America. Then he says there was an agreement about not killing rabbits. That is absolutely untrue, begging the man's pardon; there was no understanding and no agreement, or anything between the tenant and me about killing rabbits. The Ground Game Act is in full force. Many of my tenants on my chief property, as I have told you already, do make use of the Ground Game Act here, and I do not care whether they do it or not. There is nothing to be said about rabbits here, because there are no rabbits. I do not preserve, and never have preserved the shooting. The shooting goes with the little hotel that I have got adjoining this place, and I am sure the tenant of the hotel would tell you he does not get 20 head of game in the whole place. Then he said something about breeding pheasants. We have never

Lord Kenyon—continued.

bred a pheasant in my life in this neighbourhood.

69,494. He admitted they were wild?—I understood him to say they were tame ones.

Mr. Brynmor Jones.

69,495. Who is the agent who manages this property that you are talking about?—The man who gave evidence last is sub-agent. He just looks after the property. I have only six farms here—comparatively small farms, no great rental. There is this hotel, with a farm attached to it, and five other farms.

69,496. Was Vaughan the sub-agent at the time this transaction took place. My reason for asking is that Mr. Jones admits that he was not present at the interviews. He puts it in this way; that he thought it was his duty to come forward before the Commission to say what the family view was of this transaction. He is only speaking from statements made by the brother who has gone to America, and from other statements made by members of the family. I will just put it to you, is it possible that any sub-agent you may have employed may have said and done things that you would not have authorised. There may have been an excess of zeal. I am only putting it to avoid there being anything in the nature of a conflict of evidence?—My own impression is that Vaughan was not employed then. He was only employed in a very minor degree, just to help to hear any complaints the farmers might have to make, but we manage it virtually from home. It is only 20 miles from home.

69,497. There is no reason why I should not say this. We find that the witnesses very often talk about their landlords having said this, and having done this, when upon further and more searching examination we find that it has been done by some person employed by the landlord. You see what I mean?—Quite. I do not think so in this case. It is only comparatively a few years ago. (I could not say off-hand, without reference to my books) that Vaughan has in any way been employed as a sub-agent, but all these transactions that the man speaks of are certainly inaccurate. A great many of them did not take place at all, because I directly saw the tenant, who is now in America. I saw him at home, and we talked the matter over directly between himself and me, so that I can answer in that way that Vaughan had nothing to do with them. He may have been employed or he may not. I really could not answer. If I might ask Vaughan he would tell us how long he has been employed. Perhaps you will ask him. I should especially like it to be clearly understood that there was no sort of pressure put upon him as to going to church or chapel, or anywhere else, or upon any of my tenants. I think that answers the points that the witness made.

The witness withdrew.

12 September 1894.] Mr. E. JONES, The Rev. W. WILLIAMS, Mr. W. R. M. WYNNE.

[Continued.]

Mr. EVAN JONES re-called and further examined.

Lord Kenyon.

69,498. Mr. Wynne says that he never put any pressure upon you to go to church?—I beg to say that the Rev. William Williams, of Mallwyd, is here to bear that out. As to game, there are plenty of rabbits in Dugoed. There is no use denying that.

69,499. But the tenant has the shooting of them?—No, we never had the shooting of them.

69,500. But you have heard what Mr. Wynne says: You have the shooting of them, and you had better exercise it?—As to the buildings, I do not know whether Mr. Wynne knows all about it or not, but I know that my father has spent

Lord Kenyon—continued.

10*l.* to get this barn on a part of the farm; he could not manure without it very well, and he never had anything for this 10*l.*

Mr. Brynmor Jones.

69,501. Do you say the Rev. Mr. William Williams is here?—Yes.

Lord Kenyon.

69,502. Is he the vicar?—No, he is a Calvinistic Methodist Minister.

The witness withdrew.

The Reverend WILLIAM WILLIAMS called and examined.

Lord Kenyon.

69,503. Do you live at Mallwyd?—Yes.

69,504. Do you remember a conversation between Mr. Wynne and the brother of Mr. Evans Jones?—Yes, I remember very well David Jones, the brother of Evan Jones, coming from the hotel after being made the tenant of the farm instead of his mother, after his mother's death.

69,505. Mr. Wynne and Mr. Jones being together?—Yes, and he came from Mr. Wynne to me rather excited, and said, "Do you know what Mr. Wynne said to me in a room in the 'Peniarth Arms Hotel'?" He said, "He called me to a private room, where Mr. Wynne and the rector were," and, as far as I can recollect, these were his very words. "Mr. Wynne asked

Lord Kenyon—continued.

"me, 'Should you like to do something to please me as a tenant'?" "Really," I said, "if it is right." "Then will you go to the church instead of to the chapel?"

69,506. Was Mr. Wynne present when you had that conversation?—No, Mr. David Jones came from Mr. Wynne, and then he said, "I cannot promise that, because I am brought up in chapel"; and he told me many times after that he never had any comfort in the farm since that time. I do not hear of any complaints the last 10 years of any kind against the landlords in the district except Mr. Wynne in that direction.

69,507. In that particular case?—Yes.

The witness withdrew.

Mr. W. R. M. WYNNE, re-called and further examined.

Mr. Brynmor Jones.

69,508. What do you wish to say?—I can only repeat that this alleged conversation about church and chapel is imagination. I never put any pressure upon the man to go to church or chapel, or upon any of the rest of my tenants in the district. I have only these six; one is an Englishman, and a Churchman I believe, and one is a Welshman, who is a Churchman: that is a new man, and as far as I know about the one who is just dead, I did not know what his religious views were. I believe the other three or four are chapel people. Mr. Williams may have heard this from the man who is now absent, but I certainly was not present when the conversation took place, and I say it is an imaginary conversation.

Mr. Brynmor Jones.

69,509. Do you think you did talk about religious matters—about their going to church or

Mr. Brynmor Jones—continued.

chapel in any way, because it is very easy to give a wrong impression?—My impression is that I did not say anything at all about church or chapel, knowing that the people were chapel people, but it is some years ago—it is possible I might have said something about it, but I certainly put no pressure on. The Rector of Mallwyd was in the room a few moments ago. I do not know whether he is here still. He is alleged to have been present at the conversation. Perhaps he would know something about it. Certainly my own recollection is most positive, as I tell you. I am positive that no pressure was put upon the man to induce him in any way, or that in consequence of his not going to church he was in any way regarded as a bad tenant or looked upon as a black sheep. That I give you my positive word for.

69,510. If the rector is in the room we might hear him afterwards?—I do not know that he is here now; I saw him here this morning.

The witness withdrew.

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Mr. J. JONES.

[Continued.]

Mr. JOHN JONES called and examined through an interpreter.

Lord Kenyon.

69,511. You are Mr. John Jones, of Meirionfa, Dinas Mawddwy?—Yes.

69,512. Do you give your evidence in English or in Welsh?—In Welsh.

69,513. Is this your statement, and are you satisfied that it is correct?—Yes.

[The statement of the witness was read as follows.]

The evidence of Mr. John Jones, late of Llwynygraig, now of Meirionfa, Dinas Mawddwy. I believe that one of the most pressing needs of farmers in these districts is to have the mountains fenced in. Farmers here subsist mostly on sheep rearing, and if the mountains were fenced in there would be no necessity to keep a man specially to look after the sheep; the man could be employed to do something else. The sheep would also be stronger and much better for the market, they would be allowed more peace to graze, and would not be so much worried from one place to another as they now are to keep them within their proper boundaries. If the mountains were fenced in farmers would have many more sheep to sell; a great number of sheep now go astray, and are entirely lost sight of. There are several farmers at Mawddwy who are unable to sell as sheep more than half the number of lambs they rear every year. Fencing in the mountains would also tend to keep a neighbourhood peaceable. It would remove the cause of many disputes and much quarrelling between neighbours as to their proper boundaries.

The witness withdrew.

Mr. LEWIS JONES called and examined through an interpreter.

Mr. Brynmor Jones.

69,516. Has your evidence been translated to you in the presence of one of the Commissioners?—Yes.

69,517. It is correct, is it?—Yes, I think it is correct.

69,518. It shall be read, and if you do not understand any particular point, the interpreter can clear it up for you.

[The statement of the witness was read as follows.]

The evidence of Mr. Lewis Jones, of Bwlch, Dinas Mawddwy, farmer. I desire to give evidence with reference to the parish of Llanymawddwy.

Nature and Quality of Land.—The rateable value of the parish is fixed at 2,500L., and the population is about 450. The staple industry of these parishes is sheep rearing. The greater part of the district is mountain land, which during the summer months will keep some thousands of sheep. It is reckoned that in the parish of Llanymawddwy alone some 15,000 sheep are reared. During the winter months the sheep have to be brought down to the low

Lord Kenyon—continued.

Thirteen years ago I took Llwynygraig. There was a clause in the agreement that I was to have the mountain fenced in. I estimated that in that case the farm would have been more valuable to me by 10L. per annum. I promised my landlord to pay an additional rent of 5L. per annum, provided I could have the mountain fenced in. I carted materials for the fence from a great distance. A fence of some 800 yards was put up, but it was pulled down by Sir Edmund Buckley. It was put up again, but was pulled down a second time, and was this time so damaged that it was not worth putting up again. I had to do without a fence round the mountain, and I never received a halfpenny as compensation for my trouble in carting material, though the agreement expressly stated that I was to be paid for everything. My landlord died rather suddenly. After his death I sent the bill to his widow, but she refused to pay as I had not sent it to her husband while he was alive. On the rent day I deducted the amount of my bill from the rent, but a man was sent to the farm to sell my cows unless I paid her at once the amount I had deducted, and I had to pay.

69,514. Mr. Vincent wants to know: "Did not your landlord put up the fence without authority from the lord of the manor"?—He put it up without his consent.

Mr. Griffiths.

69,515. Who was the lord of the manor?—The one who pulled the fence down.

Mr. Brynmor Jones—continued.

lands, and some hundreds of pounds are then paid for their keep. On occasions of severe winters great losses are sustained, so that farming at Mawddwy is very precarious. The spring of 1886 was exceptionally severe; about a third of the sheep of the whole parish perished, and the consequent strain on the farmers is in some case felt even yet. There were hardly any breeding ewes for sale for years, but the weak farmer was compelled to sell out of his scant supply. The farmers were severely pressed by that loss, and before they had time to recover from its effects the present depression came on, so that, through everything, I do not think anyone remembers such a critical time for farmers. I believe that in exceptional cases, like the one mentioned, landlords ought to share the loss. I am not aware of a single case where on that occasion a tenant received anything from his landlord towards his loss.

Agreements.—The agreements as a rule are not favourable to the tenants. In most of them there is inserted a clause excluding the operation of the Agricultural Holdings Act. Some landlords refuse to let their tenants have copies of the agreements without paying for them.

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Mr. L. JONES.

[Continued.]

Mr. Brynmor Jones—continued.

Improvements.—Five per cent. is the usual charge on the cost of improvements, but this is not so much insisted on now tenants are hardly ever paid for carting.

Rent.—There was a rise in the rents of several farmers here about the years 1877 and 1878, and in some cases even before that. A permanent reduction of from 12 to 15 per cent. has been made on Sir W. Roberts' estate. Others make a temporary abatement, and others refuse to make any abatement. I would recommend that rents be made to vary with the prices of cows, sheep, and wool. The rents are often paid these days with borrowed money.

Value of Produce, Wages, &c.—The price of cows and breeding sheep has fallen to half what I remember it, wethers to a third, and wool about a half. The rates have increased, notably the highway rate, school board rate, and the county rate. Wages are also double what they used to be 40 years ago.

Labourers.—As a rule labourers' cottages have a small garden attached, seldom more than a garden. There are enough labourers in the district to supply the demand there is for their services. As the land does not pay for keeping labourers on the farms, less are kept. I know of 13 farmhouses in this district that have been turned into outhouses for animals, and four or five labourers' cottages.

State of Land.—There is much land in this neighbourhood going out of cultivation because too much land is often held by the same person. I am not aware of any land having been reclaimed in the district, nor of any mountain land or common land having been enclosed. The right of pasturage over a mountain or common counts in calculating the annual value of a farm.

Game.—Rabbits have increased greatly of late, and cause considerable damage. It is little that the farmers avail themselves of the Ground Game Act. They prefer to abstain from exercising their right in order to please their landlords. Game are not specially preserved, but the grouse, partridges, and pheasants belong to the landlord. Portions of farms used to be converted into grouse farms, and there was much complained of on that account. But nothing of this kind happens now.

Small Freeholders.—I know of several farmers who have bought their own farms; they generally obtained money on mortgage to enable them to do so, and very often the interest they paid exceeded the rent they previously paid. I know of some of them who have become bankrupts.

Farmers' Children.—The children generally work on the farm; they are not in receipt of wages, and I do not think their parents could pay them wages and pay the rent. The fact that an applicant has children who are able to work on the farm is a high recommendation to his getting the farm.

Mr. Griffiths.

69,519. Do you say that the landlords do not sympathise with those sheep farmers when disease comes upon the sheep, as in the year 1886?—I do not know of any who have sympathised.

69,520. And in consequence the farmers had a very hard struggle to hold their own, and were not able to sell their sheep?—Yes, they have suffered greatly.

69,521. Why should you leave rabbits to increase; you have the right to kill them. Why do you not kill them?—Well, I am not much of a rabbit killer.

69,522. But they are destroying your crops, and it is your place to kill them. Why should not you kill them?—My landlord is not willing for me to shoot.

69,523. But you can trap them or wire them?—Trapping is not legal, I believe.

Mr. Brynmor Jones.

It depends where you put your traps, so far as I understand the Act.

Mr. Griffiths.

69,524. Who is your landlord?—Sir Edmund Buckley.

69,525. Do you know of any tenants who have suffered on that estate in consequence of trapping rabbits or shooting?—No, I do not know that.

69,526. I do not know that you have any reason to blame the landlords if you do not take advantage of your rights?—My landlord asked me as a favour not to shoot, but he said I might kill rabbits in any other way.

Mr. Griffiths.

That is clearly a different matter altogether.

Lord Kenyon.

69,527. I see you advocate a sliding scale on the prices of cows, sheep and wool. Would you like a sliding scale based on the highest market price, or what?—Well, it would be all the better for me the lower they are.

69,528. Do you breed a very poor class of cow?—Well, I rear them as well as I can. I say nothing about that.

69,529. This is a question by Mr. Vincent: "You say they contract out of the Agricultural Holdings Act. I suppose you mean that the section as to notice is contracted out of it. Is that so?"—Yes, I do.

69,530. "Sir Edmund pays compensation for damage done by rabbits, does he not?"—No, I never heard of any.

69,531. Does Sir Edmund pay compensation to the tenants, I do not say to you personally, but to the tenants?—I do not know.

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Mr. L. JONES.

[Continued.]

Professor Rhys.

69,532. Of which parish are you a native?—I live in the parish of Llanymawddwy, and have done for the last 40 years.

69,533. Have you large cattle fairs here now?—Well, they are smaller than they used to be.

69,534. Do you remember the fairs long ago, when people used to fight so much here?—Yes, I saw a little of it.

69,535. And you have heard more of it from your parents, perhaps?—Yes,

69,536. I want to ask you just one more antiquarian question. Do you know of the Feg fawr?—I have heard of it, but I have never seen it.

69,537. It was a sort of fetter, was it not, in which a man who misbehaved himself was put?—I think they were something similar to what were employed on Paul and Silas.

69,538. Are you aware that it exists at the Plas now?—I do not know.

Professor Rhys—continued.

69,539. You know the story of the "Gwylltard Cochion," do you not?—Yes.

69,540. You know the account of their killing Baron Owen?—Yes.

69,541. Are the same race living in any of these districts now, do you know?—No. So far as I know, there is no one owing to be one of their descendants.

69,542. No one who admits that he is a descendant?—No.

69,543. They are not proud of that descent, then?—No.

Professor Rhys.

I have just had this sent here [*exhibiting a stock or leg fetter*]. It is the Feg fawr, and I am very glad that we have been allowed to see it. I had heard of it before, and I think it may be well to have it mentioned.

Adjourned to Machynlleth.

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Mr. T. DAVIES.

[Continued.]

The Schoolroom, Dinas Mawddwy, Merionethshire, Wednesday, 12th September 1894.

Second Court.

PRESENT :

SIR JOHN TALBOT DILLWYN LLEWELYN (IN THE CHAIR).

Professor RHYS, M.A., LL.D.

| Mr. RICHARD JONES.

Mr. THOMAS DAVIES re-called and further examined through an interpreter.

Sir John Llewelyn.

Sir John Llewelyn—continued.

69,544. Has this statement been read over to you, and do you say it is correct?—Yes it is.

[The following statement of the witness was read.]

Evidence of Mr. Thomas Davies, Fedwlywyd Bala.

The following statement I beg to make on behalf of my sister, Mrs. Catherine Hughes, a widow, living at Pant y ffynon, Llandderfel, near Corwen, Merionethshire.

Pant y ffynon is a small farm belonging to Sir Henry B. Robertson, of Palè Hall, near Corwen, and it measures about 8 acres; viz., 3 acres of meadow land, and some 5 acres under a plantation, near the river Dee, and on the other side, from Pant y ffynon House, of the Bala and Corwen turnpike road. In addition to the above, Mrs. Hughes rents two fields known as Ffridd Newydd and Top Dol Hir, from Dr. Lloyd Williams, Fronheulog, Llandderfel. They measure some 10 acres. She has held Ffridd Newydd for some five years, and Top Dol Hir for four years. The rent of the two fields used to be 11*l.* per annum, but this year it has been reduced to 7*l.* She also rents another field, called 'Cae Person,' over which Dr. Lloyd Williams claims the right of shooting. Mrs. Hughes has no grievance whatever to allege against Sir H. Robertson, the owner of Pant y ffynon, but her complaint is against Dr. Lloyd Williams and co-owners. Her fields are entirely spoiled by the rabbits coming from the Fronheulog plantation, and she has been warned not to kill any. When she took the fields the landlord promised to keep down the moles and rabbits, but never did so. She used to plough and till a little, but has had to stop doing so, as the game devoured all up. Last year she sowed 3 hobbets of oats and 1½ hobbets of barley, and had actually not enough crop to furnish payment for its threshing. On 2 acres of hay land she had last year one little car load, and this year one cart load. She was obliged to sell her cattle before winter as she had no food for them. In consequence she was unable to pay all the rent due to Dr. Williams, and a balance of 5*l.* remains. She made no claim for compensation last year, but expected him to cancel the balance due. This year she determined to send in a claim for damages. Accordingly she employed two competent and well known farmers, viz., Mr. William Williams, of Stryor, Llandderfel, and of Llawr y Cilan, Llandrillo, Corwen, and Mr. John Hughes, Bryn

Selwrn, Llandderfel, to go over the fields and assess the damage, which they did at 10*l.*, of which 3*l.* was put down as damage done to Pant y ffynon. But the rabbits that infest Pant y ffynon come there from the Fronheulog plantation, and the other fields over which Dr. Williams claims the right of shooting. A very few do sometimes cross the road from the plantation by the Dee, but the damage done by these is insignificant; the great number come, as stated above, from the Fronheulog plantation and fields, and therefore she holds that Dr. Williams should pay the whole amount. Other valuers went over the land on behalf of Dr. Williams, viz., Mr. Thomas Owen, High Street, Bala, and Mr. Edward Watkins, Rhiwlas, estate agent. They valued the damage at 8*l.* Copies of the valuations I put in. However, Dr. Williams has not seen fit to pay on either valuation. Mr. Thomas Owen, on behalf of Dr. Williams, certainly offered to cancel the 5*l.* arrears of rent for last year in settlement of this claim. But that was refused. It did not seem very fair to offer to wipe off a debt actually caused one year by rabbit depredation as a compensation for damage caused by rabbits the following year. Mr. Wynne Williams, one of the co-owners with Dr. Williams, said that if they placed wire netting to keep the rabbits in the plantation that the little creatures could get no sustenance. Then I suppose they are to feed at the expense of this poor widow, who finds it impossible to make two ends meet. I may state that Mr. Watkin said that very likely the grass would grow much between this and Christmas, and that might have been one reason that influenced him and Mr. Owen in assessing the damage at a less amount than the other valuers did. Mr. Owen wanted the tenant to stop up the holes through the walls between the plantation and the fields, which of course is quite out of the question. Three years ago Mrs. Hughes was the owner of three cows and two calves, to-day she owns none.

Mr. Richard Jones.

69,545. The difference in the valuation on the damage done by the rabbits is 2*l.*?—Yes.

69,546. You say Dr. Williams refused to pay the damage, which has been assessed by his valuers at 8*l.*, because Mrs. Hughes is in arrear?—Yes, because it was on this year instead of the previous year.

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Mr. T. DAVIES.

[Continued.]

Sir John Llewelyn.

69,547. There is a question handed in by Mr. Owen Wynne: "Why did not you give this evidence at Bala, when you gave all your evidence, so that Dr. Lloyd Williams could reply?"—The complaint had not then arisen. It was last month that the complaint was made.

69,548. "Is it usual for the landlords to keep the moles down?"—Usually the farmers do it, but the owners in this case had promised to do it in order to assist the widow.

The witness withdrew.

Mr. ROWLAND JONES called and examined through an interpreter

Sir John Llewelyn.

69,551. Have you been through this statement with one of the Commissioners, and do you say it is correct?—Yes.

[The following statement of the witness was read.]

The evidence of Rowland Jones, of Tyntwll, Cowarch, farmer.

I was brought up at Tyntwll by my grandfather, and I had the farm after him. The landlord then was Sir Edmund Buckley, and the rent was 27*l*. The house and the outbuildings were in a bad state of repair. I had asked for repairs, and had been promised some. Before the repairs were effected the rent was raised to 40*l*. The farm was soon afterwards sold to Messrs. Bradwell, silk merchants, of Congleton and Manchester. After the sale the rent was raised to 56*l*. I asked them to put the buildings in repair; they were a little slow to do so, and during that time a portion of the stable came down whilst the horses were in, and a servant lad had a narrow escape with his life. I then pressed Messrs. Bradwell for repairs, and said I would give the farm up unless repairs were done at once. I had to give them notice to quit, and then they complied. I took a place called Ddalfa, and held it with Tyntwll. The rent I paid for the two places was 70*l*. a year. I held the two places for a time at that rent, but it was too high, and the farm would not pay, and I had to apply for a reduction. The rent was reduced to 60*l*., which I have paid up to the present time. After the sale to Messrs. Bradwell a piece of the mountain and a piece of land were taken from Tyntwll in exchange for another piece of less value, which meant a loss to me of at least 5*l*. per annum. The only abatement I ever had was 10 per cent. in 1886, when I lost 250 sheep owing to the severe spring of that year. The enclosed land of the farm comprises some 56 acres. The mountain is extra. I cannot say what the acreage of the mountain is. The enclosed land is lowland—some good, some bad. My farm is best suited for rearing, upon which I depend. The other farms in the Cowarch valley are something similar.

Agreements for Tenancy.—I remember in one instance having had to pay 10*s*. for a copy of my agreement for tenancy. I produce my agreement,

Mr. Richard Jones.

69,549. There is one question arising on this: Do you think that moles are more troublesome on fields that are adjoining plantations than fields which are not near a plantation?—Yes, I know they do more damage 10 times on land contiguous to plantations than they do at some distance off.

Professor Rhys.

69,550. You mean to say that the moles escape into the plantations, and cannot be caught so readily?—Yes, that is it.

Sir John Llewelyn—continued.

and would desire to call your Lordship's attention to the clause as to the sheep on page 3. I do not think the clause can possibly be kept in it entirely as regards the ages and number of the sheep to be sold. The landlord also on his side ought to be compelled to buy as well as the incoming tenant.

Wool.—The price of wool is considerably less than it used to be, and will not pay for keeping the sheep during the winter.

69,552. Do you sell the sheep in the autumn?—Yes, always.

69,553. That is your system of farming?—Yes, it is the custom in this neighbourhood.

69,554. Do you find any difficulty in selling them this autumn?—If they are sold at the market price we have no difficulty, but they have not been sold yet this autumn.

Professor Rhys.

69,555. What is the name of your parish?—Llanymawddwy.

69,556. Have you great fairs here still?—No, not half so big as I remember them.

69,557. Do you remember very great fairs here?—Yes.

69,558. Do you remember that the people used to fight a great deal at those fairs?—No, that was before my time; but I have heard the old people speaking about it.

69,559. What did you hear them say?—They would not agree after they had a drop of drink, but I do not think they had any special hatred one of another.

69,560. I may say I was staying in a neighbouring parish some time ago, and I heard that they had a curious saying about the people from Mawddwy. This would no doubt be a slander by strangers, and I am not sure that I have it quite correctly—

"Tri pheth o Fawddwy ddaw,
Dyn câs, noŷ glâs a glaw."

Some local man has translated it thus—

"There things in Mawddwy you will find,
Rain to drench you, blue raddle and man unkind."

Do you know anything about this saying?—Yes.

69,561. What foundation was there for it?—Oh, nothing that I know of, only there was an

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Mr. R. JONES.

[Continued.]

Professor Rhys—continued.

old poet living in the district who composed it for a bit of fun.

69,562. And he quarrelled with the people of the district?—Probably he was their best friend.

69,563. I was thinking it perhaps referred to the fights at the fairs?—No, I do not think it had anything to do with that.

69,564. You do not think it had anything to do with the constant quarrellings between the farmers with regard to the boundaries of the sheep walks?—No, I do not think it was anything more than the bard wanted a little fun.

69,565. I think it used to be the case that there was a great deal of disagreement between farmers with regard to their sheep walks. Is that not the fact?—Yes, that is the fact.

69,566. Had you any industry in the way of producing *nod glas*-blue raddle?—Yes, it is up at a place called Bwlch-y-Siglen.

69,567. What is the nature of it. Where do you get it?—There is a vein of that lode at the top of Bwlch-y-Siglen, leading up to Bwlch-y-Groes.

69,568. Then it is a mineral—a sort of stuff you get out of the ground?—Yes.

69,569. Is that worked still?—They tried it some years ago.

69,570. Are they still working it?—Oh, no, not for a long time.

69,571. Is it of a stony nature, or some kind of earth?—It is soft.

69,572. A kind of earth—*math o bridd*?—It is very heavy.

69,573. And it is used to mark sheep?—Not now, but it was so used by the old people in olden times.

69,574. With regard to the sheep walks, the liberties, as you call them, may I take it that there is less quarrelling among the farmers now than there used to be?—Oh, yes, much less since I remember.

69,575. Is that owing to the people having improved in their humour, or is it owing to better fencing?—The mountains are not fenced at all.

69,576. It would be a good thing if they were, would it not?—Yes, certainly it would. Then it would not be necessary for the farmer to send his servant up to the mountain daily.

69,577. Then that man might do something else?—Yes, or he could attend to the sheep of several.

69,578. And the sheep would be allowed to graze in peace, would they not?—Yes, much better.

69,579. I suppose without these fences the sheep are pretty often worried backwards and forwards on the mountains where they graze?—Yes, and killed sometimes.

69,580. Do you remember the old bard you alluded to?—Oh, no, that was ages ago.

69,581. You do not know his name?—I do not remember, but I think it was John Prys, who lived at Llanymawddwy.

Professor Rhys—continued.

69,582. Did he live at Llanymawddwy?—He lived where William Davies, of Pant, lives now.

69,583. It was not a very kind thing to say of the men of Mawddwy?—He lived about the beginning of the century.

69,584. Are you quite sure that he lived about the beginning of the century?—I remember a John Prys, and he was the grandfather of the one I remember. He was a great friend of Rhys Jones, of Blaenau.

Mr. Richard Jones.

69,585. You say you had the farm after him; that is Tyntwll. What was the date you took the farm?—I do not remember for certain, but I should think it would be about 30 years ago.

69,586. What is the acreage of Tyntwll?—Tyntwll itself is about 28 acres.

69,587. Is there a sheep walk attached to it?—Yes.

69,588. How many acres is that?—I do not know.

69,589. Is it 80 or 100 acres?—Oh, yes, much more than that.

69,590. What number of sheep did you keep at Tyntwll when you had Tyntwll alone?—Sometimes more, sometimes less; sometimes they go up as high as 400.

69,591. What stock would you have at Tyntwll besides the sheep?—12 cattle, including calves and everything.

69,592. How many horses?—Sometimes one, sometimes two.

69,593. You say that the rent was raised 13*l.* in the time of Sir Edmund Buckley?—Yes, from 27*l.* to 40*l.*

69,594. What date was the place sold to the Messrs. Bradwell?—About 18 years ago, I think.

69,595. Then it was raised 16*l.*?—Yes.

69,596. Who was the owner of Ddalfa?—The same.

69,597. If Tyntwll did not pay you, why did you take Ddalfa in addition to it?—Then I had a reduction of 10*l.*

69,598. Had you the reduction before taking Ddalfa or afterwards?—After.

69,599. Were you paying for Ddalfa alone?—I was not the holder. My father was the tenant.

69,600. You say you took it. "I took a place called Ddalfa, and held it with Tyntwll"?—Yes.

69,601. What rent did you take it at?—70*l.* for the two.

69,602. Were you paying on Ddalfa alone?—My father held it at 24*l.* It had been raised from 16*l.* to 24*l.*, and between us we paid 80*l.*

69,603. How soon did you apply for a reduction after having the two places together?—I do not remember exactly, but it would be three or four years perhaps.

69,604. Do you hold the two places now?—Yes.

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Mr. R. JONES.

[Continued.]

Mr. Richard Jones—continued.

69,605. Do you still pay 70*l.* or 60*l.*?—60*l.*

69,606. Have you made any application lately to have the places reduced?—Yes, several times.

69,607. What is the reply?—The answer was that the place was let cheap enough, that they were letting good and bad times the same, so that it would be an average.

69,608. Have the places been profitable to you last year. Did you make any profit last year?—I lost a great deal of money last year and the year before.

69,609. Did you make a profit on them the two years before then?—Yes, I did a little before that, when things were high.

69,610. How long do you think the depression has lasted. When did it commence?—Well, about two or three years ago it has gone very bad.

69,611. Previous to the last two or three years have you made a profit on the places?—No, I am losing now.

69,612. For how long have you been losing?—The two last years, at any rate.

69,613. Can you not fix any date from which you have been losing money on the places except the last two years. Have you been losing money on the last two places previously?—Yes.

69,614. When?—About eight years ago, in the hard winter when so many sheep died.

69,615. That was in the year 1886, I believe?—Yes.

69,616. Considering the climate, and the situation of the sheep farms in this neighbourhood, do you consider that sheep farming is a risky business?—Yes, very much so, indeed.

69,617. Considering that sheep farming is attended with such risks, do you think that the rents are too high?—Yes, because so much money is invested on sheep, and sometimes we lose one-half of them.

69,618. I want you to explain a little further what is the custom with respect to sheep. Do you mean to say that you sell all the sheep in the autumn, or simply the draft sheep?—That is the time we do all our business in the sheep. It is in the autumn that we sell all we do sell.

69,619. When do you consider the best time of the year to sell sheep?—At that time. By that time they come to look well, and then we have no place to keep them after they are brought down from the mountain.

69,620. Are the rest of the sheep on the mountain during the whole winter?—No, we have to send all the lambs away, and many of the ewes.

69,621. That is to winter in a low part of the country?—Yes.

69,622. Is this what you mean by saying "the prices are considerably less than they used to be, and it will not pay for keeping sheep during the winter." Is that really what you mean, that the wool you sell from the sheep will not pay for the wintering of them?—Yes; what I mean is that the whole of the wool is not

Mr. Richard Jones—continued.

sufficient to pay for the wintering of part of the sheep.

69,623. How much per head do you pay for wintering the sheep?—From 3*s.* to 3*s.* 6*d.* to 4*s.* per head. I pay 4*s.* for the ewes if they are in lamb.69,624. How much for the lambs that you winter?—From 3*s.* to 3*s.* 6*d.*

69,625. How many ewes do you winter?—About 40 as a rule.

69,626. How many lambs?—We rear on a good year about 200, but at other times we cannot rear more than 100.

69,627. Would you put it at an average of 120 or 130?—Yes.

69,628. What do you make of the wool?—They offered me last fair 6½*d.*

69,629. How many sheep do you keep altogether?—I do not know. I have never counted them.

69,630. About how much would you make of the wool at 6½*d.* per lb.?—From 30*l.* to 35*l.*

Sir John Llewelyn.

69,631. If you thought Tyntwll was too dear, why was it you took more land?—Then times were good.

69,632. But you had applied for a reduction, had you not?—The cattle and sheep then commanded twice the present price.

69,633. In spite of that you had given notice to quit?—Yes.

69,634. And now you are getting an abatement, and are now paying 60*l.*, and it has been as high as 70*l.*?—Yes.69,635. So that what you complain of is that the 60*l.* is now too high?—Yes. It was much easier for me to pay it then, because the price for labour has gone up very much.

69,636. Do you employ much labour?—One servant girl and two menservants sometimes, two labourers.

69,637. This is a question by Mr. Owen Wynne: "Were not Messrs. Bradwell quite strangers in the country?"—Yes.

69,638. "Had they any relationship to any of the old landlords of the district?"—No, I do not think so. Their names were quite unknown.

Professor Rhys.

69,639. Are there many bigger sheepowners than you about this neighbourhood?—Oh, yes.

69,640. About how many sheep would the biggest sheepowner here own should you say?—I am not certain, but I should say about 800 in the parish of Llanymawddwy.

69,641. I take it there are much bigger ones than that, according to what I have heard. Are not some of them nearer double that number?—Not in the parish of Llanymawddwy.

69,642. I have an estimate here which suggests to me that there are very big ones?—Not in the parish of Llanymawddwy.

The witness withdrew.

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Mr. T. DAVIES (*Tecwyn*).

[Continued.]

Mr. THOMAS DAVIES (*Tecwyn*), called and examined through an interpreter.

Sir John Llewelyn.

69,643. Are you Mr. Thomas Davies?—Yes.

69,644. Is this your evidence which has been translated to you and examined in the presence of one of the Commissioners?—Yes.

[The following statement of the witness was then read.]

Evidence of Thomas Davies (*Tecwyn*), of Tycapel, Dinas Mawddwy, tailor and draper.

I am author of a book, "Dinas Mawddwy and its Surroundings." (*The witness handed in copy of his book.*) On page 50 I have compiled a list of chief rents and fee-farm rents in the manor of Mawddwy, parishes of Mallwyd and Llanymawddwy, payable in 1787 to Mr. John Mytton. The amount paid annually was 53*l.* 1*s.* On page 54 I have compiled a list of farms and lands in the manor of Mawddwy for the year 1876, and their rents and acreage; they then were the property of Sir Edmund Buckley. The estate of Mr. John Mytton in his time produced 800*l.* rent. It was afterwards sold to Mr. Bird, of Birmingham, and after that to Mr. Edmund Buckley, of Manchester, an uncle of Sir E. Buckley. In 1876, according to the sale particulars, Sir E. Buckley's estate contained 15,000 acres and the manorial rights over 32,000 acres, and the total rental was 4,500*l.* per annum. After the sale the portion unsold represented 1,527 acres, and the amount of rental 2,710*l.*, and he had manorial rights over 19,470.

Consolidation of Farms.—On pages 62 and 63 I have made a list of consolidated farms which have taken place from the beginning of the century. They number over 110. This accounts, with other things, for the decrease of population as per table below:—

Parish of Llanymawddwy.

	Population.
1851	685
1861	595
1891	449
Decrease from 1861	146
" from 1851	236

Parish of Mallwyd.

1861	1409
1891	1078
Decrease from 1861	331

Small Holdings.—My father lived at Tygwyn, Llanymawddwy, in a small farm which belonged to Dr. Roland Williams. The rent was 10*l.* a year. He kept two cows and 20 sheep. He managed to bring up three of us. I remember him working as a farm labourer for 4*s.* a week and his food. It was then a very bad time, but he managed with the farm, which my mother attended to mostly, to obtain the means of a livelihood. My father would assist on the

Sir John Llewelyn—continued.

farm after he had done his work with his master, and we children would help as well as we could, and many a time we had to work all night to try and get some fern harvested for the winter. I had to go to a factory to work when I was nine years of age, without ever having had any education, from which loss I suffer to to the present day. I am of opinion that it would be a great advantage, both to the country and to the labouring classes, to be able to obtain small holdings. My father was brought up on a farm in the neighbourhood, called Bwlchcoediog, but had no assistance in money to go elsewhere to a farm. He was able when a boy to get a education, more than I did. With regard to the little dwellinghouses belonging to the farms consolidated, I may say that they are nearly all now in ruins.

Commons.—I have purchased my house, and before I did so the previous owner of the house had the right to turn from 30 to 50 sheep on Moeldre Common. Since the enclosure by Sir Edmund Buckley I have lost that right.

69,645. Do you wish to add anything further?—No, I do not.

Mr. Richard Jones.

69,646. I believe that years ago there was a good deal of weaving done in this neighbourhood?—Yes a great deal.

69,647. Nearly every farmer did a little weaving besides cultivating his farm?—Yes, most of them. There used to be a loom belonging to almost every house, and they even bought wool in other neighbourhoods and brought it here to be worked.

69,648. Where did they generally find a market for the goods that they wove?—There were two merchants living here, John Watkin and John Williams, who used to go to sell the goods at Shrewsbury, Newtown, and Carnarvon.

69,649. But the weaving has all vanished now, I believe?—There is very little now.

69,650. Do you think that the farmers found it easier to pay the rent when they had the weaving to assist them than they do now?—I am under the impression that they lived pretty well on the farm, and took what they obtained from the weaving to pay the rent.

69,651. What do you mean by that? Would you explain that a little?—They grew corn a little in these small farms, and also a good deal of potatoes, and two or three plots of oats.

Professor Rhys.

I do not understand his answer quite. I will translate it as it stands, and then ask him to explain it. He says they used to grow two or three *chwyddiaid* of oats, and grow a good deal of potatoes.

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Mr. T. DAVIES (*Tecwyn*).

[Continued.]

Mr. Richard Jones.

69,652. What do you mean by a "*chwyladiad*?"—It is the quantity of corn that they used to take at once to the mill. I am told it is eight sacks.

69,653. That would be from about 20 to 25 sacks of oats in a year?—They would raise about that much on the small farms, and it is on that and on the potatoes that they used to a great extent to live on the small farms. They would also go to England to work in the harvest, and they would bring their earnings home. They would also make 3*l.* or 4*l.* by working at timber in the spring.

Professor Rhŷs.

69,654. Was it barking timber?—Yes.

Mr. Richard Jones.

69,655. Felling and barking?—Barking timber in the spring. The money they earned like that would be spent in rent, rates, and taxes.

69,656. And generally they paid their way very well?—Yes, I believe better than people do at present.

69,657. Do you think they were happier than people are now?—I cannot answer that. There was great lack of education.

69,658. Do you think they fared so well?—No, bread is much better now.

69,659. Are you a farmer yourself?—No.

69,660. Do you know anything about the life of tenant farmers?—I have worked in their houses most of the time for the last 30 years.

69,661. Do you find that they live very hard, and that they pinch themselves in order to make their payments?—Yes, certainly.

69,662. Has that been going on for some years?—It is better sometimes than at other times.

69,663. Are they industrious people, trying to make the best of their farms?—So far as I observe they are always working, early and late.

69,664. Do you think that they are intelligent and skilful at their work?—I have not investigated that subject.

69,665. Do you hear them complaining much of their condition?—Yes, I do, and I feel for them in that respect.

69,666. Do you mean to say that you sympathise, or that you have to suffer yourself?—I sympathise with them.

69,667. Do you hear them complaining that the rents are too high?—I do not go much into their personal affairs, only general remarks.

69,668. But in casual conversation do you hear them complaining that the rents are too high?—These years I hear that sort of complaint every week.

69,669. Do you hear them talk a good deal about the Welsh Land Commission?—No, I have not, indeed.

Professor Rhŷs.

69,670. Do you know of the bad character given to the people of Mawddwy by some old bard some time ago, which is—

"Tri pheth o Fawddwy ddaw,
Dyn câs, nod glâs a glaw."

—That is an old saying by an old poet.

69,671. What was his name, John Prys?—Some say it was, but some say it was not.

69,672. When did John Prys live?—About 100 years ago.

69,673. Do you know Bwlch y Siglen?—Yes, I do.

69,674. Did they use to work *nod glas*—blue rattle—at that place?—Yes.

69,675. When did they leave that off?—Before my memory.

69,676. What sort of stuff is it?—I have never seen any.

69,677. How far is Bwlch y Siglen?—Two or three miles from Dinas Mawddwy.

69,678. You work in the farmers' houses?—I was in them for the first 20 years of my life every day.

69,679. Since when have you left off going to work in their houses?—10 or 13 years ago.

69,680. Then perhaps it is no use my asking you what they eat and drink now. How did they live in those days when you visited them; what did they have for breakfast?—*Broth* generally, and a cup after it.

69,681. A cup of what?—A cup of tea.

69,682. What was the next meal?—Dinner, potatoes and bacon.

69,683. Did they ever have any fresh meat for dinner?—Rather seldom.

69,684. Did they have any food in the afternoon?—Yes.

69,685. What did they have then?—Milk or gruel.

69,686. Then they had supper?—Yes.

69,687. What did they have?—Porridge.

69,688. With milk?—Yes.

69,689. Sweet milk or butter milk?—Butter milk.

69,690. Would you object to answer whether you can afford to have fresh meat frequently yourself?—No, indeed, I cannot have it. There was an old saying at Mawddwy formerly that there were three things that led to the work-house; to buy turf, to buy fresh meat, and to buy bread.

69,691. They made their own bread?—Yes.

69,692. What do you mean by that statement. You took it for granted that they should have cut their own turf?—I only say that it was a saying there.

69,693. I will put it in this way: if a farmer was economical he would harvest his own turf, and he would do with bacon, and he would have his bread baked at home?—Yes.

Sir John Llewelyn.

69,694. I will just ask you one question with regard to the population. You give some instances of the population having decreased. Do you think that the working classes like to come

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Mr. T. DAVIES (*Tecwyn*).

[Continued.]

Sir John Llewelyn—continued.

together into villages now?—They go, as a rule, to where they may get the most wages.

69,695. That is not upon the farms, but elsewhere?—Yes.

69,696. Is there not a great attraction in society?—I have not understood that.

69,697. Are there better houses in the villages than in the country?—They are better as a rule.

69,698. Are there many less cottages than there used to be?—Yes.

69,699. There are some questions handed in by Mr. W. R. Davies upon that question of decrease of population: "Were the figures taken in 1851 and 1861"?—Yes. It begins earlier than that in my book.

69,700. "Were there any mines at work which increased the population?—Yes.

69,701. "Were they the Cowarch mines"?—I remember but little working there.

69,702. "And was there also a flannel industry"?—Yes, about 100 people working in three factories.

Sir John Llewelyn—continued.

69,703. "And the Aber Cowarch weavers"?—Yes.

69,704. Mr. Davies also asks with regard to commons: "Have you any land with your house"?—Only a little at the back.

69,705. "Have you sufficient to keep in the winter the sheep which your predecessor kept on the common in the summer"?—No; they were in the habit of paying for the keep of those sheep on a farm the other side of the river.

69,706. The following question is put by Mr. Owen Wynne: "Do not the farmers go too much to the fairs and markets when they have nothing to sell"?—I think they go too little.

69,707. "Would it not be better if they stayed more at home to attend to their farms"?—I think they had better go to the fairs oftener, in order to know the prices and to sell their beasts.

The witness withdrew.

Adjourned.

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Mr. R. OWEN.

SEVENTY-EIGHTH DAY.

The Town Hall, Machynlleth, Montgomeryshire, Thursday, 13th September, 1894.

PRESENT :

LORD KENYON IN THE CHAIR.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
 Mr. DAVID BRYNMOR JONES, Q.C., M.P.
 Professor RHŷs, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.
 Mr. EDWIN GROVE.
 Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.
 Mr. CECIL E. OWEN, Assistant Secretary.

Mr. RICHARD OWEN called and examined.

Mr. Brynmor Jones.

69,708. Do you think you will be able to understand if your evidence is read in English? —I think I understand most of it.

69,709. If you do not the interpreter will explain it to you.

[The following statement of the witness was then read.]

The evidence of Mr. Richard Owen, Morben Fawr, Derwenlas. My father came to Morben about 1842, when I was 10 years of age. The rent was then 108*l*. My two elder brothers worked for some time at Morben, but never received any wages. They left for America. My father gave 20*l*. to the eldest. This money he borrowed from Mr. Jenkins of Caerhedyn, who was for 20 years unpaid. I worked hard at Morben all the time my father was there with the exception of two years when I was in America, but never received any wages. My father used to cart lime-stone at 8*d*. a ton for Mr. David Morgan of Machynlleth to a lime-kiln at Derwenlas. He gave notice to Mr. Morgan that he would no longer cart lime-stone at that price. Mr. Morgan then went to a neighbouring tenant named Lloyd and agreed with him that he would induce Col. Appleby to give my father notice and let Morben to Lloyd, provided Lloyd would promise to carry the lime-stone at 8*d*. a ton. The place was let to Lloyd in June, my father received notice in September 1857, and left in May 1858.

He then took Penlan and Caerfelin, two farms belonging to a Mr. David Williams, who had farmed them himself before my father took them. The rent was 90*l*. He was there about 8 years. I went to my father to Penlan for about two years after my return from America, and worked with him on the farm, but received no wages. I then went to Merionethshire as a policeman for a year, where I received 16*s*. a week. I returned and took Caerfelin from my father, and paid him 36*l*. as rent. I received from my father at the time 3 cows, 1 pony, and 60 sheep, and paid him 30*l*. I estimated that my father was giving me about 50*l*. That was all I ever received from him, though I had worked hard with him for about 15 years. I remember once

Mr. Brynmor Jones—continued.

my father receiving notice from Mr. Williams to pay the rent the next day. He happened to be very busy that day, and thought he would go and pay the next day. On the morning of that day, however, the bailiff came up to distrain for the rent, and he had to pay 2*l*. costs. William Williams, the son of our landlord, was then steaming wood at Doldderwen, and my father used to cart timber for him. He refused to cart any longer at the old price and had notice to quit. He then took Maescareian in the parish of Llanwrin. The rent he paid was 60*l*. My father died there about 1874 and my brother-in-law is still there.

I left Caerfelin and took Carreg-Cadwgan near Talybont, in the parish of Llanfihangel, at a rent of 66*l*. Mr. Gilbertson, Ceniarth, was the landlord, and the Rev. Samuel Edwards, his agent. An agreement for tenancy was signed at the time, but I never received a copy. I was at Carreg-Cadwgan about seven years.

At the general election of 1868 I promised my vote to Mr. Richards, the Liberal candidate. Mr. and Mrs. Gilbertson called on me and told me I would have to break my promise to vote for Mr. Richards, and vote with them for the Conservative candidate, or that I should be turned out of my farm at the earliest possible date. I worked for the Liberal candidate. I was at that time the only tenant on Mr. Gilbertson's estate who was entitled to vote. The day of the election was the day of the Machynlleth November Fair and the rent day at Ceniarth was the following day. Mr. Gilbertson used to treat all his tenants to a good dinner on the rent day. On that occasion, after I had paid my rent, Mr. Gilbertson told me there were some potatoes and meat for me in the back kitchen, and it was there by myself that I had to take what I got. All the other tenants had a good dinner together. In the following spring I received a letter from Mr. Gilbertson asking me to confess myself to have been at fault for what had taken place, and asking me to come to see him at Ceniarth. I never went. I received notice to quit in September. I then advertised a sale of some of my cattle. When Mr. Gilbertson saw the

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[Continued.]

Mr. Brynmor Jones—continued.

advertisement he sent the bailiff to Carreg-Cadwgan to demand the rent. One of my children was at the time only seven days old. I went to Mr. Evans of Talybont, and he lent me some money. I paid the rent before the day of the auction in October. The usual rent day was the 26th November. According to the agreement the sheep were to be bought by the incoming tenant at a valuation. Mr. Gilbertson failed to let the farm. Mr. Gilbertson brought Mr. Evans, Rhosywir, to value the sheep on his behalf, and Mr. Tudor acted as valuer on my behalf. Mr. Evans fixed the price at 15s. a head, and Mr. Tudor at 18s. Mr. Richard Evans, Neuadd-fawr, was called as umpire, and he valued the sheep at 17s. 6d. Mr. Gilbertson did not demur at the time, and a shepherd, who had come up with him, marked the sheep for deliverance. Some time after, I saw Mr. Gilbertson about the purchase money, and he told me he would never give more than 15s. a head, and was ready to spend 1,000*l.* in law costs rather than pay more. I refused to let him have them at that price. I had about 300 sheep on the farm at the time. I had then taken Hafodty. I had had to buy the sheep there (475 in number) at 18s. a head. I had to take the sheep with the lambs from Carreg-Cadwgan to Hafodty and keep them all through the summer. I sold them by public auction at Machynlleth in the following October for about 8s. a head. I estimate that I lost by this transaction about 140*l.* I received 40*l.* towards my loss from a fund which had been got up to help evicted tenants. I had made a great many improvements at Carreg-Cadwgan from time to time, but I never received any compensation. I held Hafodty till May last, when I gave it up in favour of my son, who is there now.

Since 1885 I have been at my old home, Morben. My present landlord is Mr. T.W. Bonsall. The former tenant had given the place up, because he found it did not pay him. He had spent considerable money in draining and liming some marshy land, from which he received from Mr. Bonsall about 150*l.*

In 1858 the acreage of Morben was about 400 and the rent 108*l.* It also included three cottages, from two of which my father received a rent of 2*l.* 5s. each. The acreage now is 350. Colonel Appleby sold 40 acres to the Cambrian Railway, for which he received 4,000*l.* Ten acres have been lost owing to the floods and the river. The damage on the land is much greater now than it used to be, because the sea walls have been destroyed, and are not repaired by the various landlords. The present rent, however, is 170*l.* I consider this rent too high according to the present state of the market. There are some 40 or 50 acres of land belonging to Morben which could be cultivated, but the river has taken away the wall or fence. I have heard old people say that the meadows from Morben all the way to the Junction were in former times under cultivation.

I have had seven children, who have all assisted me more or less on the farm. I have

Mr. Brynmor Jones—continued.

never paid them any wages, but have fed and clothed them. I gave to one son about 20*l.* when he left.

Rents are generally too high, wages are also treble what they used to be, and servants must be supplied with better food. I believe that farmers generally have to borrow money from the bank to pay their rents, and formerly I have been obliged to do so more than once myself. My opinion is that unless some relief comes the farmers will become bankrupt.

Generally, as to Derwenlas neighbourhood. The village of Derwenlas, which is situate about two miles from Machynlleth, was, within the last 25 years, a flourishing little port, and vessels of some 150 tons used to be built there by the late Mr. John Evans and others. The river was easily navigable up to that village. The produce conveyed there would be corn, lime, flour, bricks, and other articles of merchandise. The farmers for many miles round used to cart their stuff to and fro there. The slates also and slabs from the Aberllefenny and Corris quarries and the lead from the Dylife, and other mines were brought there for export. A small tramway had been laid down from Aberllefenny and Corris for the conveyance of slates. In fact, Derwenlas might be called the Liverpool of the district. But since the Cambrian Railway has been opened, in 1863, all this industry has ceased. There is no competition whatever with the railway company in the conveyance of goods. Before the railway was opened I remember that lime could be had at one of the three kilns at Derwenlas for 12s. or 13s. a ton. This year lime costs at Machynlleth Station 16s. or 17s. a ton, and I remember it being sold for 18s. a ton. We could get coal at Derwenlas for 16s. or 17s. a ton; it now costs at Machynlleth 23s. a ton, and I remember it being sold at 26s. a ton.

Fishing in the Dovey. Nearly all the inhabitants of Derwenlas used to fish in the river with boats and nets. Those who had nets had to pay 5*l.* for the privilege. Although the river is navigable up to Derwenlas, and the tide runs up to Dolgelynen, Sir Watkin claims the exclusive right of fishing. The upper part of the river towards Machynlleth used to be fished by men from Machynlleth in coracles, but this arrangement has been done away with for many years, and now the Board of Conservators net a pool a little lower down than the village, and sometimes even higher up, and the licensees of nets are only allowed to use them on the foreshore below the junction. The Dovey is noted for its salmon. I mention these facts because thereby the labouring inhabitants were enabled to make a little money by fishing, and to obtain a good article of food in an inexpensive way. At that time there was a plentiful supply of agricultural labourers in the district.

Consolidation of farms. A number of farms in the parish have been consolidated. I may mention Dolfrach and Tynfedw, Cefnsefyllan

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[Continued.]

Mr. Brynmor Jones—continued.

and Gynffyrch. Other farms in the other end of the parish have also been consolidated.

A large number of labourers' cottages are now in ruins, viz.:—Bodgyrfa, Meinan, Dolgarnedd, Cefnsefyllan, Penrhiw, two cottages of Hafodygarreg, also a great number of cottages at Derwenlas. The population of Derwenlas has decreased considerably.

69,710. Is that correct?—Yes, perfectly.

Mr. Griffiths.

69,711. I understand you worked at home on the farm with your father some years ago?—Yes, but I would prefer to answer the questions in my own language; I may not understand English sufficiently.

[The witness from this point gave his evidence through an interpreter.]

69,712. Did you receive any wages?—None.

69,713. Why did you go away and leave the farm—I see you went as a policeman?—I went to America, and I remained there, for two years. When I returned home I found that there was a son-in-law. I left home because a brother of mine came home, and I went with him to America for a trip, and I promised my father when I started from home that I would be back in two years if I was alive; so I came.

69,714. What distance did you carry the lime-stone?—About a mile and a half.

69,715. Did your father find it would not answer to continue?—No.

69,716. You say in consequence of not complying with the landlord's request you had to leave the farm?—The landlord had nothing at all to do with the business.

69,717. It was not the landlord that asked you to drive the stone?—No.

69,718. Another party?—Mr. Hugh Morgan, Machynlleth, the father of Mr. Edward Morgan, solicitor, who is here now.

69,719. Did this gentleman have any influence over your landlord?—Sufficient to induce him to let it to another tenant. He was a great man—an agent for the green. Mr. Hugh Morgan came down and told David Lloyd that if he would be willing to carry stone lime for the same price as we did, would it do for him to have the place, so he did, and he went and had the farm, and with the promise to carry it at the same price as we did, 8d. a ton.

69,720. Were you sorry to leave the farm; Had you made any improvements upon it?—I cannot say so much about that. I cannot say what my father's experience was, but he had been there 15 years.

69,721. For how many years did you work on this farm?—13.

69,722. What did you receive as payment for what you did?—Nothing at all but victuals and clothes.

69,723. Can you tell me what in those days would be the value of the clothes you had?—I cannot say, because I did not pay for them at that time. My clothes were just the same as other persons in the neighbourhood.

Mr. Griffiths—continued.

69,724. How many suits of clothes did you have in the course of a year?—I do not remember; I cannot say anything about the value of the clothes, it might be 5l. or 6l. a year.

69,725. What did you value your own services at at that time?—Well, the wages were very low at that time, it may be from 15l. to 18l. a year.

69,726. So that there was 10l. to the good which went to your father's pocket?—There is no doubt, and probably more.

69,727. What was the reason your father was pushed to pay the rent the next day?—I do not know, I could not say that.

69,728. Had he offended the landlord in any way?—I cannot answer that, that person has only two farms, Penlan and Esgair Llewellyn.

69,729. Do you find the owners of the small farms are harder as a rule than the large landowners?—As a rule they are; they are generally poorer.

69,730. Is it a fact that he sent a bailiff?—The bailiff went up the following day. The bailiff is in the town; I do not know whether he is in this court or not. I do not see him here.

69,731. You had to pay the costs?—My father had.

69,732. Then you had to leave this farm as well?—Yes.

69,733. At the general election of 1868 you offended your landlord again?—Yes.

69,734. Did you promise him your vote?—I did, I promised my vote to Mr. Richards before Mr. Gilbertson and Mrs. Gilbertson came to my house.

69,735. Who was this Mr. Gilbertson?—He was living at Ceniarth, not far from Machynlleth. He had no other votes in the neighbourhood but mine; if he had had half a dozen as it is now, it would have been different.

69,736. He told you plainly that if you did not vote for the Conservative candidate you were to leave your farm?—Yes.

69,737. Is it a fact that he treated you so badly when the rent day came that you had to go and eat your dinner in the kitchen?—Yes, it is a perfect fact, all the statements I have put down there are accurate, every word.

69,738. With regard to the sheep, had you any agreement?—Yes, I signed an agreement, but I never had a copy of it, that is the worst of it.

69,739. You never had any agreement, neither you nor your father?—I signed an agreement myself, but I did not have a copy from the agent; I was told by the agent that the incoming tenant was to pay for the sheep the first day of March, instead of the landlord. The agent told me so, I never saw it myself.

69,740. Do you know whether it was optional on the landlord's side or otherwise?—I cannot say that. He had no tenant after me.

69,741. We have seen some agreements where it was the option of the landlord to take the sheep or not?—I never saw a copy. I was promised by the agent to have a copy.

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69,742. Do you not think it is but fair for the tenant, either to get an understanding from the landlord that he will take to the sheep, or that the incoming tenant is obliged to do so?—Yes, of course; and another thing, I do not consider that any tenant ought to take any farm without a copy of the agreement himself, the same as the landlord.

69,743. Do you not think it should be in the agreement that the landlord or the tenant should be compelled to take the sheep at a valuation?—Yes, it was in the agreement that the incoming tenant was to take the sheep, and pay for them the 1st day of March.

69,744. Did he do so?—No, he has no incoming tenant.

69,745. Then the landlord should take to them?—He did not, whatever. I was a very poor man, and I had five children at that time, the youngest was only seven days old, when the bailiff came to the house.

69,746. How did he consent to have the sheep valuation?—He took two men, one to value them, and another to see the sheep, whether they were fit to take or not. He and two other men came to my house at the same time and said, "After that I will spend "1,000*l.* before I will pay 17*s.* 6*d.* for the "sheep."

69,747. In valuing, do not the two valuers try to enter into an agreement before they appoint an umpire?—They do not do so.

69,748. You have yourself to blame?—I saw it after that time, but I was young and rather foolish then. I shall not be so foolish again.

69,749. I find you afterwards went to a place called Hafodty, and you say, "I had to buy the sheep"?—I bought the sheep there, 475 in number.

69,750. What is the meaning of the word "Hafodty"?—It is a farm name.

69,751. Is it a dairy farm?—No, it stands in a very high place between Machynlleth and Corris. It was a farm as long as I remember, and I am well acquainted with it the last 50 years.

69,752. You complain that wages at the present time are treble what they were when you first commenced?—Yes, now.

69,753. What wages were farm servants getting when you were a young man?—From 7*l.* to 8*l.* a year.

69,754. How much would you have to give to the same man now?—From 20*l.* to 25*l.* All of you, gentlemen, know that yourselves.

69,755. With regard to female servants, have they advanced in the same way?—Yes, exactly.

69,756. And the wages have very much advanced, have they not?—Yes, but after all, there is a great difference in the times now to what there was 50 years ago; all of us know that.

69,757. The food is very much better now than it was?—Yes.

69,758. You do not mean to say that the labourers have too good food now?—We farmers now must keep a better table than they used to

Mr. Griffiths—continued.

keep 50 years ago, or else we could not keep any servants at all.

69,759. I quite agree with you?—There was nothing on the farmer's table at that time but barley bread, but it is no use to put barley bread on the table now.

Mr. Grove.

69,760. I suppose you would think it right that a farmer should get compensation for any improvements that he effects on a farm?—That depends pretty much on the agreement between the landlord and the tenant when the tenant takes the farm.

69,761. Is it usual for no copies of the agreements to be given to tenant farmers?—I cannot say, but I do not think they all get it. I do not think that the farmers on the big estates about Machynlleth get it.

69,762. When you entered into that agreement, did they promise you a copy?—No.

69,763. Have you had a great deal of help in past years from your children?—Yes; I may say I had as much help as anyone in the country, and they left me when very young to be married.

69,764. Do you know if there are many small freeholders—farmers living on their own farms—in this district?—Only very few in this district.

69,765. Do you know whether the few that are there have paid for their own farms, or have had to borrow money?—Borrow money mostly, I think.

69,766. Do you know what rate of interest they are paying for it?—I cannot say.

69,767. You have spoken of a good many cottages going into ruins. Were they occupied by farm labourers?—Yes.

69,768. Do you consider it is a bad time for farmers at present?—Yes, the worst time ever experienced by farmers during my memory, especially the last two years. It is a little better this year.

Professor Rhys.

69,769. What remedy do you suggest?—I cannot say. We have seen bad times before. We find fluctuations; it is up and down; but as to the last three years, I do not think I have seen it as bad before, unless it was 45 or 46 years ago.

69,770. Do you think the present rents can be maintained?—No, if trade will continue as it has for the last four years. The country has been very much depressed. If prices improve as they were five years ago possibly they might be maintained; but as a rule landlords are not letting their farms so that the tenants may pay for them at all times; but if one farm now became vacant, there would be a dozen after it within a fortnight. I lately heard of a small farm being vacant, the widow being dead, and there were 12 applicants for it, and some of them before she was buried.

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69,771. Then you would say there was a certain amount of land hunger in this district? That is my belief.

69,772. Do you think that the rents should be so fixed as to meet the lowest depression—fix the rent for all the years according to the rent which the farmers could pay at the lowest price?—That is my belief. It has been, as a rule, such that farms were let at the highest price as if a good state of things would continue.

69,773. That is one of the things which has been said against the idea of a land court, that if there was a bad year the tenant would go to a court to have the rent fixed for a number of years at the prices during that depression, and according to the state of things then, and that is considered a hardship to the landlord. Then in a good year the landlord would go to the court and want to have the rent fixed for a number of years according to the state of things then, and that is considered a hardship to the tenant. You see the argument on both sides. Now, what do you say to that?—Well, what I would say would be this: on a good year, after the farmer had reared up his children, and had a good time on the farm, so that they could save 100% a year, then the landlord could have a part of that; but that would be after he had brought up his children on the farm.

69,774. I do not quite see how that would work. Have you thought it out?—Well, I have not thought much about it, but we as farmers would not come here to run down the landlords, because, for one thing, I think that the landlords and the tenants are very near each other.

69,775. In what respect?—Well, in this respect; they associate more with each other than they did 50 years ago.

69,776. They talk much more together than they did 50 years ago, I think you say?—Yes.

69,777. I quite believe you, and that leads me to ask you another question. You mentioned a case where you were distrained on the morrow of the rent day—or your father was?—No, he did not do it; the bailiff came, but he did not take anything away he had no business to take anything away.

69,778. The bailiff came on the morrow?—Yes.

69,779. Were you in arrears then?—No, not a single halfpenny for seven years.

69,780. Have you ever heard of a landlord of late years acting quite so rapidly as that?—No.

69,781. There is a much better feeling between the landlord and tenant?—They come nearer one another.

69,782. Where is Ceniarth?—About 2½ miles from here in Uwch-y-garreg parish.

69,783. Where is Hafodty?—Merionethshire, parish of Pennal.

69,784. The word Hafodty does not mean anything to you but the name of a place?—No.

69,785. What my colleague was alluding to was what you would understand to be a *llest*?—There are a Hafodty or two in the neighbour-

Professor Rhys—continued.

hood of Corris—two places of that name. We call it Hafodty-fawr.

69,786. The mountain farm to which you send cattle or sheep in summer you call a *llest*?—We never send any to the mountain—only sheep.

Mr. Brynmor Jones.

69,787. There is one question by Mr. Vincent: "Sir Watkin Wynn is the principal owner in this district, is he not"?—Yes, he is the largest in Wales, at any rate.

69,788. Do you say his tenants do not receive copies of their agreements?—I am not perfectly sure; but this I can say: I asked some tenants of the Marquis of Londonderry, and they told me that they used to sign an agreement for the landlord, and never had any copy of it. That is all I can say.

69,789. "Is the Mr. Gilbertson who was your landlord alive or dead?"—Dead.

69,790. "Is the agent with whom you had to deal alive or not?"—Dead, both of them.

69,791. "How long ago was the transaction in relation to the sheep?"—Twenty-four years this fall. I sold them at public auction. Between the sheep and the lambs I had about 400.

69,792. "Was there a number of lead mines in this country?"—Yes.

69,793. "They are not at work as they used to be?"—They are all gone now.

69,794. "May not that be the reason why the cottages have been allowed to fall into disrepair?"—I cannot say that. The lode is not high enough, I believe.

69,795. "May not the fact of people not working in the lead mines be the reason of the cottages falling into disrepair?"—That might have a great deal to do with it, but the cottages in the neighbourhood of the Dovey river were used for the farms.

69,796. "You have bought a farm lately, have you not?"—Yes.

69,797. Mr. Owen Wynne asks: "Do you consider that the prices were quite as low if not lower in 1854 than they are now?"—No, I do not think so; I have never seen them so low as they were two years ago.

69,798. Mr. Wynne is referring to this year?—Well, this year better considerably.

Professor Rhys.

69,799. I forgot to ask you about Derwenlas. When Derwenlas was a little port and there was trade done there you were better off than you are now with regard to lime and coal and things of that sort?—Yes, because every person in the neighbourhood of Derwenlas got employment from the river; we did all the Machynlleth traffic at Derwenlas.

69,800. Since that business has been done away with the farmers about here have been worse off?—Well, I cannot say that, because the times are better now.

69,801. The railway has not done you any good at Derwenlas?—No, I do not think it has

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done any good to the neighbourhood of Derwenlas whatever.

69,802. It has done you harm?—Yes, a great deal. Every person who knows the neighbourhood of Derwenlas before the railway came can say that as well as myself.

69,803. I happen to have known it, and it was just as you say?—Lime, slates, timber, and everything was going down to Derwenlas, and all the goods to Machynlleth came from Derwenlas.

69,804. I suppose the railway improved some other places?—I do not think it has improved Machynlleth very much, because nearly all the people pass Machynlleth and go down to the seaside.

Mr. Griffiths.

69,805. Do you know the neighbourhood of Rhydymaen?—At Dolgelly?

69,806. Yes?—Yes, I have been through it sometimes.

Mr. Griffiths—continued.

69,807. Is there a scarcity of cottages there?—I do not know anything at all about the neighbourhood. I only know where the neighbourhood is.

69,808. You think there are plenty of cottages?—I cannot say anything about it.

69,809. Do many of the labourers keep a cow?—I could not say that.

69,810. Are the cottages in the neighbourhood on the farms or in the towns or villages?

—Well, I cannot say at all. I could not answer any question about Rhydymaen.

69,811. Do you know whether the labourers have to walk a long way to work?—Yes, from the neighbourhood of Dolgelly.

69,812. They have to walk a long way?—Yes.

69,813. Is the labourer as valuable to a farm who has to walk two, four, or five miles a day as he would be if he was living on the land?—I cannot say that.

The witness withdrew.

Mr. BOWEN POTTINGER WOOSNAM called and examined.

Lord Kenyon.

69,814. Where do you live?—I live at Tynygraig, near Builth, in Brecknockshire, and I must express to Her Majesty's Commissioners my regret at not being able to attend their sitting when they were at Builth on the 9th of May last. I was then absent from home. I have a statement which, with your permission, my Lord, I will read.

69,815. If you please?—I will answer any questions that the Commissioners may think fit to ask afterwards. I should like to have the opportunity of offering a few remarks in relation to evidence that was given on that occasion, referring to the report of Mr. Cecil Chapman (one of the Commissioners) on the agricultural labourer.

Speaking of the counties of Brecknock and Radnor, to which my evidence relates, I consider the Agricultural Holdings Act is practically a dead letter, not so much that its provisions are not applicable to the circumstances of the Welsh farmers, as from the fact that not one in 500 understands it, having only some vague notion that if they have done nothing that they ought not to have done, and left undone nothing that they ought to have done, and their landlord takes it into his head to turn them out, they can claim compensation for certain things, the large majority of which they would not be in a position to prove. In short, it may be taken for granted that instances of good tenants, who farm their farms even moderately well, being turned out are exceedingly rare, and so it comes about that as a piece of legislative machinery this Act is not put into motion. It would be most desirable if amendments could be introduced into the Act for the purpose of rendering it more applicable to the circumstances of Welsh tenant farmers, but except, perhaps, with a view

Lord Kenyon—continued.

to meeting the peculiar conditions of mountain sheep-farms, it is difficult to suggest amendments, the terms of which would be more workable than the unwritten law of the custom of the country. It has been the custom where a large stock of sheep are kept, for the landlord or the incoming tenant to take over the flock at so much per head from the outgoing tenant, and clauses are inserted in farm agreements providing for this, and also that the flock of sheep shall be kept up to a certain standard in number.

This custom and these special provisions in farm agreements would not be necessary if the hills and common lands were enclosed and allotted, for several reasons, and would do away with a great deal of ill-feeling between neighbours, besides which the custom referred to very often entails hardship upon an incoming tenant in having to take to, at a certain price, sheep which may not be of the class he likes.

I am strongly of opinion that an enclosure of hills and commons would be most desirable, and the objections raised in some parts of the country to enclosure would not apply to Wales. One of the great drawbacks to agriculture, speaking of it as the business of Welsh farmers with small capital at their command, is the great fluctuation in the value of their stock as a whole, and I cannot see how legislation can directly deal with this difficulty.

The restrictions, both in farm agreements, and by the custom of the country, against the sale of farm crops, such as hay, wheaten straw, and roots, is in my opinion undesirable, more especially in the case of farms near towns, where often by the judicious sale of a portion of his hay, wheaten straw, or roots, a sum of money could be realised by the tenant far beyond

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their consuming and manurial value, and enable him to expend a portion of the proceeds on feeding stuffs, such as Indian corn cake and raw linseed, which are products that he cannot produce, but which at certain seasons of the year, for instance, Indian corn for sheep in severe wet weather, would often be the means of saving numbers of the flock that would without this timely assistance perish.

The subject of lime is a difficult one to deal with. There is no doubt that it is a valuable adjunct to good farming, and that in most parts of Brecknockshire and Radnorshire the soil is inherently deficient in it, and its action is slow.

I consider that it would be to the advantage of both parties if landlords would help their tenants to use more lime. The land under cultivation would be in better heart, and land that ought to be broken up in rotation would not lie as it does now with a bad face upon it, having in many instances been allowed to grow self-sown grasses after a corn crop, or, in the expression of the country, "to choose its own sward." If landlords would pay for half the lime used it would be an inducement to tenants to farm better, and in the event of a change of tenancy, the land would be kept up to a good standard and let more readily. I consider large quantities of land in the two counties referred to could be greatly increased in value by judicious drainage, but where tenants haul the pipes sometimes from a long distance, they should not be required, at any rate for the first year or two, to pay interest on the outlay. At the same time, in many cases landlords cannot afford to lay out money in draining, even though the tenant would be willing to pay interest, and so the land remains undrained. I also consider that it is unreasonable to expect tenants to haul materials to new farm buildings, or to pay interest on money laid out on them. There can be no doubt that all farm labour has greatly increased in price, and less work is done for the higher wages. Many cottages have gone to ruin and become uninhabited.

I consider that the establishment of agricultural banks would be a great boon to small tenant farmers, who, under their present system of getting temporary accommodation, pay a rate of interest too high.

Railway rates for live stock and agricultural produce should be reduced.

Welsh farmers, in my opinion, ought to pay more attention to breeding horses and ponies, especially Welsh cobs, which command very high prices when carefully bred.

I wish, in conclusion, in referring to the evidence given by Mr. S. H. Cowper Coles at Builth, on the 9th of May last, to say that I certainly do not consider that Mr. Chapman's report on the agricultural labourer is full of inaccuracies or unfair to the district, as stated by Mr. Cowper Coles. I consider that Mr. Chapman took the greatest pains and every step in his power to obtain reliable information. I entirely agree with the statements contained in Clauses 14, 15, and 16 of Mr. Chapman's

Lord Kenyon—continued.

report. There is abundant evidence throughout Brecknockshire and Radnorshire of land having deteriorated in value from want of cultivation, and the decrease in tillage can plainly be seen.

With regard to dairy farming, I also consider that Mr. Chapman was rightly informed of its decrease. He is also quite correct in his statement with regard to the deficiency in farm labourers' cottages, and he certainly does not injustice in his remarks in Clause 46 as to immorality. Generally, after a careful perusal of Mr. Chapman's report on the agricultural labourer in the Builth Union of Brecknockshire and Radnorshire, I entirely concur in what he states. That is the statement which I have prepared, my lord.

69,816. Did you read Major Birch's evidence that was given before us last week?—I do not think I did.

69,817. Major Birch advocated such a form of Agricultural Holdings Act for the whole of England and Wales as will abolish agreements?—I must say in answer to that I have not a farm agreement with a tenant of any kind.

69,818. What I wanted to know from you is whether you think such an Act could be drawn up?—Yes, I think so.

69,819. There would have to be certain details left unfixed, such as relate to a sheep-farming county?—I think the first provision for a sheep farm would be that the sheep should be fixed at a certain value, and that they should be taken over by the landlord or the incoming tenant at that value, provided the number corresponded.

69,820. At the fixed value that the tenant paid when he came in?—Yes.

69,821. Always the same value?—I think it would be unfair to either party that it should be a fluctuating one.

69,822. Have you read Mr. Channing's new Bill?—No.

69,823. Have you tried that principle which you suggested just now, of the landlord and tenant sharing manures in lieu of the landlord giving an abatement?—I have always given my tenants three tons of lime per acre gratis for every acre of land that they lay down in clover, and I have found the result in the case of tenants who were farming indifferently to be that they improved their system of farming very much indeed. I think landlords giving lime to tenants practically compels them to farm better than they otherwise would, and if for any reason the tenant leaves the farm, a landlord finds the farm in better condition than he otherwise would.

69,824. Of course lime would be only applicable to those districts where lime is useful?—Certainly.

69,825. That is, where it is deficient in the soil?—In 90 acres out of 100 acres of agricultural land in Wales I think it is applicable.

69,826. I tried myself one year one way of meeting this depression. Instead of giving

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abatements, which is a system I do not particularly care about, I offered manures—manurial value to the extent of 10 per cent. say?—Yes.

69,827. I found it was not very well received, the farmers preferred to spend the money in the way they thought best. They did not quite like the idea, I think, of being dictated to as to the course of their conduct; I do not know whether that was the reason, but I think it was; at any rate they preferred to take the abatement?—Yes. I think in the last years that small farmers especially have been so much put to for money that they would rather have the money than lime, manure, or anything else.

69,828. You are of opinion that the Assistant Commissioners did their work in the best possible way that they could?—I consider that Mr. Chapman did. I had not the pleasure of meeting any of the other Commissioners; but Mr. Chapman, I consider, took the greatest pains to get information from all classes in the district, and to get as reliable information as he could obtain.

69,829. Mr. Cowper Coles said that Mr. Chapman did not communicate with the county council?—I do not know that he was called upon to communicate with the county council. I believe some correspondence took place between one of the other Commissioners and the clerk to the county council, but I do not see how Mr. Chapman was made acquainted with that, or that the county council would be a body to furnish him necessarily with evidence on the subject.

69,830. I think Mr. Cowper Coles' point rather was that the meetings were hurriedly arranged; that there was not sufficient notice given?—In all cases that I am aware of, ample notice and ample publicity was given. I think the farm labourers were shy of attending the meetings, and from a conversation that I had with many of them afterwards, they do not think that the Commissioners' visits have done them any good; I think they have rather brought out the fact that the farm labourers are better off in Wales in every respect than they were in past years.

69,831. Do you think it caused the farmers to be considered more and the labourers less?—I do.

69,832. There used to be a considerable business done in your county by the breeding of ponies, I think. Is that paid much attention to now?—Not nearly as much as it was, I think.

69,833. What improvement would you suggest there?—I would suggest that the Government should offer premiums for the best sires, as they have done in the case of thoroughbreds. I think it has not been proved yet that the thoroughbred sires are doing as much good in Wales as they are in England. The cross between the thoroughbred and the Welsh horse is not so satisfactory as it is in England, and if the Government were to offer premiums for the best native Welsh sires it would encourage

Lord Kenyon—continued.

farmers to be more careful in keeping up their breed of Welsh cobs and ponies, and better prices would be realised for them.

69,834. Have you a Welsh stud book?—We have not a Welsh stud book, but we have a pony stud book where they are registered, provided they pass the inspection of two judges. They would not be eligible for a hackney stud book.

69,835. Do the farmers take advantage of that?—They do. It has only been established last year.

69,836. I think it is quite as important to improve the mares as to improve the stallions?—Quite. I do not think the Welsh farmers are aware of, or realise, the large prices that are paid for Welsh cobs and ponies that are really bred in Wales, which prices amount to, in some instances, 300 guineas, and I think that if they realised that, the Welsh cobs and ponies of the better class would form a portion of the stock of their farm, and if they would pay attention to them in the same way that they do to their sheep and cattle, they would reap a considerable income from them.

69,837. Are the markets satisfactory—the pony fairs?—I do not think they are, because judges of them come and buy them from the farmers at small prices and receive large sums for them. The breeders of them have no means of knowing their value.

69,838. Are these ponies allowed to herd much?—Those would be the hill, the mountain, ponies. I do not speak so much of them as I do of the better class of ponies and cobs, such as you very often see a farmer's wife riding to market upon. I have seen a farmer's wife riding to market on an animal that was worth 100*l.*, and being quite ignorant of it.

69,839. I was very much struck driving through Radnorshire and Brecknockshire a few years ago with the mares I saw in the fields; they were beautiful mares?—Yes.

69,840. It seems a pity that the industry is not more encouraged?—Nothing would tend so much to encourage it, I think, as having a few premiums offered by the Government for stallion sires that would have to pass the examination of two judges.

69,841. Would you extend that to shire horses, too?—I think there are ample means in the farmer's way now of obtaining the best shire horses in Wales quite as much as in England.

Sir John Llewelyn.

69,842. Following up that matter, may I ask you whether you reside near Builth?—I do.

69,843. Do you speak for this county?—Not at all.

69,844. What you say is with regard to Brecknockshire?—Brecknockshire and Radnorshire.

69,845. That is a part of the country which I know better. Might not your interesting suggestion be extended to the hill ponies too?—Yes, I see no objection to that at all.

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69,846. You speak of the farmers' wives riding valuable animals. I may say I have seen the same thing. Those are mountain-bred ponies, are they not?—No, not the ones I am speaking of, they are larger. But I think that the mountain ponies have depreciated in value in consequence of the farmers not paying more attention to the sires that they turn loose upon the hills.

69,847. Yes, that is a point which I wish to refer to?—If better sires were turned loose on the hill the breed would improve again.

69,848. But the danger is that so many ponies are running about loose on the mountain without there being any regulation?—That is so. The sires I was speaking of would be the pure Welsh cob sires, which ought to be located or obliged to remain in certain districts, and be available for farmers at a very low fee.

69,849. Yes, that is so. I have had the greatest difficulty in getting good stallion ponies for that very reason?—Yes, they are bred on the mountain, and they are exceedingly scarce.

69,850. Do you consider that the Agricultural Holdings Act is capable of considerable improvement?—I do, but at the same time, I do not see how it would affect Welsh farmers. I do not see how you could draw up an agreement, because, as a matter of fact, it is never enforced.

69,851. I suppose you want a good deal of local modifications?—You would want local modifications to apply to each district.

Mr. Grove.

69,852. In speaking for a moment of the Agricultural Holdings Act, you say it is a dead letter, or you used words to that effect, I think?—Yes.

69,853. Do you mean that there is an inherent defect in the Act itself, or that the provisions are unknown to the tenant farmers generally?—I think that the provisions are unknown to the tenant farmers, and that they see that they could not avail themselves of them, because they have done so many things that they ought not to have done and they have left undone so many things they ought to have done. That is what I feel. As a matter of fact they do not take advantage of it.

69,854. But, taking the Act by itself for a moment, do you think it would be beneficial if it were better known?—I do.

69,855. And acted up to?—Yes, I do, certainly.

69,856. Do you think that if the Act were published in Welsh it would make any difference at all?—Yes, I do.

69,857. Do you think it might be useful?—Yes.

69,858. You speak of a good many cottages having fallen into disuse, I think. Were those cottages occupied by farm labourers?—Yes, entirely.

69,859. Do you think that there is sufficient labour on the land now?—I do not.

Mr. Grove—continued.

69,860. Do you think that there are not sufficient cottages for the necessary amount of labour?—There are not.

69,861. Do you think the tenant farmers could afford to pay for labour in these depressed times if they could get it?—That is a difficult question to answer, but at the same time they would not have to pay so much for the extra labour that they get. If there were more labourers' cottages there would be greater competition for work.

69,862. Is it your opinion that the land itself would carry more labour profitably?—Yes, it would.

69,863. Did you hear the evidence of the last witness, Mr. Owen?—I did.

69,864. You heard what he said about the sheep?—I did.

69,865. That he was offered 15s. and 17s. 6d. for them, and that a very short time afterwards he sold them for 8s. That was rather hard. But in a case of that sort you would make it compulsory upon the landlord to take the sheep, would you not?—I think that if a tenant goes into a farm with a certain flock of sheep in number, and he has to take to them, it would be right that it should be compulsory to the landlord, in the event of his not having an incoming tenant, to take to those sheep.

69,866. Then the landlord ought to have a voice in regard to the number of the sheep I suppose?—Yes.

69,867. So as to be sure that he is getting something worth his money?—Certainly, that is the difficulty I see. If the commons were enclosed, each tenant could breed what sort of sheep he liked, and there would be none of these shepherding grievances. It seems a barbarous system that the sheep should be turned on to the hill, and be at the mercy of different farmers, and their dogs to chase them from one part of the hill to another.

69,868. Then do you think it would be advisable to enclose a great deal more than is done?—It would. I think that a great deal of the land that is now open hill would become cultivated land. It would employ more labour, and would extend the agricultural part of the district very much in many cases.

69,869. You just alluded to the County Council with reference to giving information. Do you not think that the County Council is the most important body in a county in that respect?—Certainly they are, but not necessarily a body which could furnish evidence to a Labour Commissioner.

69,870. Do you think any other body could do it better?—Yes, I do. I think the tenant farmers and the labourers would be the people to apply to for information of that sort.

69,871. Have you followed the evidence of Major Birch, I think it was, who stated that on one of the estates he manages, rentals are based upon the prices of agricultural produce?—I think he said the prices of wheat, barley, and oats—and that that is a sliding scale arrangement between the landlord and the tenant?—Have

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[Continued.]

Mr. Grove—continued.

you given any attention at all to that view of the matter?—I have. It would be applicable where a tenant farmer sold that produce, but in the hill districts in Brecknockshire and Radnorshire a tenant farmer rarely, if ever, sells any produce of that kind.

69,872. So that it might be applicable to certain parts of the country, and not to others?—Certainly.

69,873. Would you think it, generally speaking, desirable that rents should be fixed upon the average price of produce of the farm or district in which the rent was to be fixed?—I think it would be a good arrangement.

69,874. You know of the sliding scale arrangement which is in existence in the case of the colliers in South Wales?—Yes.

69,875. The price of coal regulates everything?—Yes.

69,876. Is it possible that a sliding scale might be brought to bear in that way on rents?—I think it might, but it might not be possible to confine it to corn produce, wheat, and oats; you would have to bring in the price of stock, and the difficulty would be that one tenant farmer's produce would be better than another's. That is where you would get a difficulty.

Mr. Richard Jones.

69,877. Do you think that tenant farmers could make pony breeding a profitable source of income without some extra capital?—I do.

69,878. You will admit that breeding horses is always a risky business?—Yes.

69,879. And in order to command a good price for a horse, it is necessary to have good business connections?—No, not necessarily.

69,880. You are a successful breeder, I think, of Welsh ponies, are you not?—Yes, and cobs.

69,881. What was your experience for the first few years?—My experience was this, that always when I had a good animal for sale, I could command a price for it.

69,882. But in the course of years you would be able to find a customer more easily than when you commenced?—Yes, certainly, because you become known, and people know where they will get good things, just the same as if you were a well-known breeder of pedigree cattle, or of a good flock of sheep. But that does not alter the fact, or, at any rate, what I consider the fact, that if Welsh farmers were to have a portion of their money invested in ponies and cobs which are suitable to the farms that they are occupying, they would derive proportionately a larger income from them than they would from the cattle or sheep that they are rearing.

69,883. You think that they would not require any extra capital?—No, I do not think that they would.

69,884. Of course, if that recommendation were adopted, it would not do for it to be generally applied; if everybody turned his attention to breeding Welsh ponies, we should soon get overstocked?—I do not mean to say

Mr. Richard Jones—continued.

that their stock should exclusively consist of ponies and cobs, but that they should have a few on every suitable farm. There is the greatest difficulty at the present time in getting good ponies and cobs. For the last five years I have travelled to nearly every fair, I think, in Wales, and I do not get one good one in every 20.

69,885. Are they unsound?—No, they are not unsound; they are exceedingly sound.

69,886. But they have not good action?—They have no action, and they are wanting in breeding; they show indication of having been cross-bred; some of them have been cross-bred with thoroughbreds; those are the least valuable of all. I know an instance of a farmer in Cardiganshire who used to derive good prices—what I call good prices are from 40*l.* to 50*l.* for a three-year old—from Welsh cob mares, and after the Queen's Premium horses came into his district he used them, and I went and saw some of his stock, and not one of them was worth a 10*l.* note; in consequence of the injudicious cross between the two animals, they had developed unsoundness.

69,887. How are you to improve this state of things, this injudicious crossing?—The way to improve it is you must have premiums offered which will induce the Welsh farmers to keep the best of their Welsh cobs, and the best of their Welsh hill ponies—premiums should be given to the best specimens—and the farmers will see that it is to their advantage to use those in preference to the cross-bred animal that you see going about the district now.

69,888. You are prepared to support Mr. Chapman in what he says in paragraph 14 of his report, namely, that land has become depreciated for want of cultivation?—I am.

69,889. For how long should the land rest after rotation grasses have been sown?—In Brecknockshire and Radnorshire, I think, in the majority of cases, it would not judiciously be allowed to rest more than four or five years.

69,890. Yes, I think that is very general?—There is ample evidence in Brecknockshire and Radnorshire all over both counties, of land that has been broken up for 30 years—from 20 to 40 years—showing by the reins and the ridges that the land has been left all that time uncultivated, and all that land is of the poorest description.

69,891. Do you think that the Agricultural Holdings Act is in any way responsible for this?—Oh, no.

69,892. Do you think that if the laying down of land to permanent grass was put in the third part of the schedule instead of in the first it would be better?—I do not think you can lay down, with very small exceptions, land to permanent grass in Brecknockshire and Radnorshire.

69,893. The land is not suitable?—No, I have seen it tried by first-rate farmers, and in every instance that I know of it has failed. I only know of one or two exceptions, in the case of land near a town, where large quantities of farm

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[Continued.]

Mr. Richard Jones—continued.

yard manure have for many years been carried on to it until it has got into a very high state of heart, that it has been laid down successfully for periods over 10 years.

69,894. What is the reason that you assign for this state of things, that they allowed land for say 30 years?—I think that the reason is that labour has increased in price; that where a man used to be able to get a good lad for 6*l.* or 7*l.* a year, he has to pay double now. They keep less teams of horses, and consequently do less cultivation. They see some other field that they may more readily get a crop out of, and they let the ones that they have worked go down.

69,895. Do you think that labour is likely to be less costly in the future?—I do not.

69,896. What is your remedy for this state of things then?—For this want of cultivation?

69,897. Yes?—I think that there are several remedies. One remedy I mentioned was that, in my opinion, if landlords were to give lime to their tenants it would be an inducement to them to cultivate more; but I think most tenants feel that if they break a field up, and do not put it down again, it will be worse than when they broke it up.

69,898. Supposing a landlord is unwilling to do so; how then?—Supposing a landlord is unwilling to supply lime?

69,899. Yes?—Then I think there will be a great difficulty in inducing tenants to cultivate; to till more. I certainly think that more farm labourers' cottages would have the effect of cheapening farm labour.

69,900. You find that there is a deficiency?—I do. In Brecknockshire and Radnorshire farmers have to depend upon the labour that they have in their households.

69,901. Of course the supply of cottages is a landlord's question, is it not?—Yes, it is.

69,902. Are you prepared to support the statement of Mr. Chapman with respect to this farm which has depreciated in value from 240*l.* to 80*l.*?—No, I am not. I consider that there is either a printer's error, or a misunderstanding on the part of Mr. Chapman.

Mr. Richard Jones.

Of course it does seem an extraordinary thing.

Mr. Griffiths.

69,903. I presume you are a practical farmer?—I have farmed land of my own for the last 12 years to the extent of about 360 acres.

69,904. With regard to the inclosure of common land, would there not be a difficulty in dealing with the labourers and the villagers that are in the habit of turning their cattle on to those common lands?—There would in some parts; but I do not see any difficulty in the counties that I speak of, Radnorshire and Brecknockshire.

69,905. It would be rather expensive to inclose the mountains at all?—It would be expensive in the first instance; but it would be advantageous both to landlords and to tenants ultimately.

Mr. Griffiths—continued.

69,906. Is there a common shepherd employed for these mountains in your district?—In most instances a common shepherd is employed. That is a better state of things than where the tenant farmers shepherd their own sheep. A great amount of jealousy prevails.

69,907. There is less disturbance in the case you mention?—Yes, less disturbance.

69,908. I am glad to find that you think it is a wise thing to do away with the restriction as to the sale of hay and straw?—I do think so.

69,909. Provided that the manure should be brought back to the place. I suppose you would have that in the agreement?—I would not put that in any agreement. I would leave it to the discretion of the tenant and the landlord. Of course, in speaking of yearly tenancies, if the landlord sees his tenant is habitually selling off his produce and doing nothing in the way of putting manure in the place of it, I think he would be in a position to remonstrate; but I think the restriction in farm agreements, the hard-and-fast rule that is laid down, that he must not do this, and must not do the other with regard to produce, is a very great drawback in some instances to the tenant realising the best price for his farm produce.

69,910. Then, with regard to the land laid down to grass; you find it requires some feeding or nourishment before it is much used?—Yes, it should not be laid down in the third or fourth year, unless it is top-dressed; not in the counties I speak of. It may be different in England.

Mr. Brynmor Jones.

69,911. I have only a question or two to ask you after the very exhaustive examination to which you have been subjected. I find in Mr. Chapman's report he says: "The agricultural labourer in this district bears a good reputation for industry, and I heard no complaints on that score. Mr. Woosnam says: "One Welsh labourer is worth two Englishmen for work; he is hardier, and works faster. "If it was not so, agriculture would have died altogether in these parts." You are the Mr. Woosnam there referred to?—I am.

69,912. With regard to the Agricultural Holdings Act procedure, you are aware, of course, that two months' notice before the termination of the tenancy is required from the tenant to the farmer?—Yes.

69,913. And that within 14 days of the receipt of that notice any counter claim can be put in by the landlord?—Yes.

69,914. The question I wish to put to you is this: do you think it right that if the landlord or the tenant forgets to give that notice, or makes a blunder as to the time, he should be totally deprived of compensation or damages in the way of counter claim?—No, I think that is not desirable.

69,915. On the other hand, I suppose that in general some notice should be given by the

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[Continued.]

Mr. Brynmor Jones—continued.

tenant before the end of the tenancy if he requires compensation?—Certainly.

69,916. It has been suggested to us that, while some provision of this kind should be maintained in any amended Agricultural Holdings Act, the county court might be allowed on terms to give relief in case of an accidental

Mr. Brynmor Jones—continued.

omission on either side?—I think it would be very desirable.

69,917. You agree with that?—I do.

Lord Kenyon.

69,918. We are much obliged to you for having taken the trouble to come here, and we thank you for your interesting evidence.

The witness withdrew.

Lieut.-Colonel HUGH R. HUGHES re-called and further examined.

Lord Kenyon.

69,919. I think you wish to rebut some statements?—Yes.

69,920. I will ask Mr. Richard Parry and Mr. Rowland Evans to come forward and listen to the evidence which Colonel Hughes is now about to give.

(To Mr. Richard Parry and Mr. Rowland Evans.) If there is anything you cannot understand, will you please appeal to the interpreter. If you can follow Colonel Hughes' statements we need not trouble to have them translated to you, but if you do not understand anything he says, kindly appeal to the interpreter.

69,921. Do you wish to rebut with regard to both these gentlemen's statements, Colonel Hughes?—If you please I would like to give an explanation.

67,786.

69,922. Kindly tell us what you wish to say?—With regard to Mr. Parry I wish to give some rebutting evidence in respect of his case after my evidence-in-chief, because I have in that evidence-in-chief expressly explained the policy that has been adhered to on the estate, namely, that we have never looked upon tithes as anything but a part of the rent. Mr. Parry, as I will read to you in my evidence later on, objected to pay his tithe. I took a great deal of trouble about it, and explained it to him in every possible way, and sent the resident agent to his house. I think he went three or four times. We told Parry exactly how we wished to avoid having any disturbance, and told him all along that he was only hurting himself, and that he had much better do as his brother tenants did, and I thought when it was properly explained to him that it was looked upon as part of the agreement, he would fall in with the arrangement. There was nothing spared in the way of trouble to make him understand the way we looked at it, but nothing was of any avail. He said, "Shall I see Sir Watkin?" I said, "By all means." He went up to Wynnstay, and I met him there. Sir Watkin talked to him for a long time, and pointed out to him in every way what would be the outcome of it—that there would be an end to his tenancy, and we should never look upon it in any other way. He said to him, "Now look here, Parry, you

Lord Kenyon—continued.

"are only hurting yourself. You have got to do it, and of course I must treat all alike; if you give in as to this, the whole thing will be forgotten, and we shall go on as before." No, he declined. "Very well then, Mr. Parry, you have challenged me; I accept the challenge and the tenancy must cease." He then said to Sir Watkin, "Will you not let me have my farm?" Sir Watkin said, "I will have the value of it considered, and you shall have the refusal." I went, according to my instructions, to Farchwel and valued the farm.

Lord Kenyon.

69,923-4. Do you mean that he would give Parry the opportunity of purchasing it?—No, to become a tenant under new terms. I went up and did my best, and found the farm was a cheap one, and that he was farming uncommonly well. I put the rent as low as I possibly could, and told the amount to Sir Watkin, and Sir Watkin said, "Well, we only want to do this for the sake of showing what our rules are," and he cut it down and included the tithe. It was offered to Parry, and Parry took it under a fresh agreement. He all along spoke out about his conscience and so forth, and he would not give in. He took the farm, and so matters have gone on ever since. Of course he has been grumbling, and all that sort of thing, and I am sorry to say that he has employed his conscience which seems to guide him, in a very different way now, and he is running out his farm as much as he can. The whole country knows it. However, I pass on from that. Last season Sir Watkin said to me, "What are you doing about Parry?" I said, "He is going on under his new agreement." "Well," he said, "We have shown what we mean; you can let the fellow off," those are the very words he used. I said, "Sir Watkin, I will do so, but I decline to do it until the whole of this inquiry by the Land Commission is over. I will not move in the matter until that is over." I have given you, my Lord and gentlemen, the exact words in every case as they have taken place throughout; that is what has passed.

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[Continued.]

Mr. Brynmor Jones.

69,925. I do not understand you to deny the facts he has deposed to?—Certainly not. I am here to stand by our rules which I have carried out.

69,926. What was the rent before this dispute?—I forget really about that. I think it made a difference to him of about 8*l.*—8*l.* or 9*l.*, I believe.

69,927. It is 8*l.* or 9*l.* higher under the new agreement than it was under the old one?—Yes, about that, and I think it worked out to about 14*l.* or 15*l.*, to the best of my recollection. I have especially said in my evidence that what friction there was was amicably settled with the exception of one case. The old rent was 72*l.*, and he paid, he says, for tithe about 10*l.* 15*s.* the last time, and we fixed the rent at 90*l.*, including all the tithe; that is just what I said, about 9*l.*

69,928. Then there would be a slight rise in the rent?—Yes, about 9*l.*, as near as I can make it out at the moment, as I have said.

69,929. He is a Nonconformist, is he not?—Yes, I think so.

69,930. I do not understand you to question his good faith in regard to his conscientious objection?—I object to nothing; I merely have given you the facts.

69,931. I do not understand you to question his good faith when he said that he had a conscientious objection to the way that tithes were appropriated?—I do not object at all, but when you have a conscience in one thing you have it in all things, as a rule.

69,932. I just want to get at the bottom of the dispute?—Quite so.

69,933. And to see what the state of feeling between the parties to the dispute was. Do you think that he, in order to get rid, as it were, of the payment of the tithe, was taking advantage of what might be called a conscientious objection, or do you think that he was really in good faith objecting to pay a sum of money which would go to the support of the Church?—I think he took it into his head, and he stuck to it. He thought he would go about and be made a martyr, and I think he liked it. I believe he did. I think his own relations all condemned him most strenuously for it, and no one has been more sorry than we have been—extremely sorry—but I cannot help it.

Lord Kenyon.

69,934. I have now got his evidence before me. I do not think there is anything else that I have to put to you, Col. Hughes. The following questions are handed in by Mr. Martin Woosman. "The notice to quit was given in consequence of Parry's actions about the 'tithe, was it not"?—Certainly it was.

69,935. "The rent was not raised until after Parry protested against the application of 'tithe'?—No, it was raised afterwards upon the re-valuation—after his tenancy ceased.

Mr. Richard Jones.

69,936. Are you perfectly aware that there is liberty on other estates to protest against the application of tithe without any interference on the part of the landlord?—Certainly. We have it in our agreement, and Sir Watkin put down his foot at the beginning, just before I commenced my agency, that those were his orders; that it was a part of the rent, and it was to be treated as such.

69,937. Of course we are to understand that your part in the affair was simply executory?—Quite so. I carried my instructions out.

Lord Kenyon.

69,938. "Do you know anything with regard to the valuation of the farm in 1880"?—No, I do not.

69,939. You have no account of that. "Did you tell the witness that he should not have 'it, even if it were let to nobody"?—I think I did; I am not sure, but I think I did. I told him throughout that it would be carried out, and I am here to-day to stand by what I did. I believe that in the study at Llwydiarth I told him that it would make no difference. He said "You will have the country up against you." I said "I cannot help it, I am here to do it, and I shall do it, whether it is against a tenant or not." I tried everything I could to keep him quiet.

Mr. Richard Jones.

69,940. You do not feel, at any rate—I will put the question in that way—any the less respect towards Parry for his action in this matter?—Oh no, I am very sorry for him, because he simply hurt himself.

Lord Kenyon.

69,941. (To Mr. Richard Parry.) Mr. Parry, have you anything to say?—He said I was running my farm out. I should like him and another man to go and see if he can prove his words.

69,942. You say you are not running the farm out?—I say I do not.

69,943. Is there anything further that you wish to say?—No.

Lord Kenyon.

69,944. Thank you, Colonel Hughes; I think that finishes that case. Now with regard to the other one—Mr. Rowland Evans?—With regard to Mr. Rowland Evans, he is Parry's next neighbour. He was in the same boat, and I sent over to him, I think, three or four times, and told him exactly the same thing. He did not argue at all. He was quite different to Parry about it—he did not argue with regard to anything—he never gave me a chance. He said "I do not care, I will never pay a parson;

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Lord Kenyon—continued.

"I will die on the road before I do it." I said "I am Sir Watkin's agent, and I must carry out instructions." I said "Do you mean going." "I shall go," he said. I found out afterwards that he had an old spite—so I am told—that some land was taken from a brother-in-law of his for a parson. That I do not wish to go into, because I was only told it. There was no argument at all. He said "I will die on the road before I pay a parson." I went round the farm, and looked at the state of it, and certainly there was no residue for the landlord in the cultivation. I did not say a word about that; I said "You must take your own course." We had no argument and the farm was let afterwards for the same rent, and he never asked me for any compensation of any sort. Our conversation was very short. He mentioned the other day something about buildings; it seems they were done by his father but I was not asked for a penny.

Mr. Brynmor Jones.

69,945. Do you not think it is a hardship to be compelled to pay a sum of money that goes to a religious object, the tenets of which you do not approve of?—I never enter into religious matters.

69,946. What do you think of that? Do you think it is a hardship to be compelled to pay?—It depends on the terms of your take entirely.

Lord Kenyon.

69,947. Is it not a contract that they enter into when they take the farm?—It is a contract that is made when you take your farm.

Mr. Brynmor Jones.

69,948. But do you not see that the land is subject to it. It is not a case of a man voluntarily agreeing to pay the tithe; if you want to farm at all you cannot help either the landlord or the tenant paying it—I am now dealing with the law as it stood then?—That is for the Legislature to look to, it is not for me to look to. Tithe is inherited with the land; if you purchase land, or if you rent land, you calculate that that is a tax on the land.

69,949. This was, of course, before the recent Tithe Act?—Quite so, it was.

69,950. I am assuming the law as it was then?—Yes, in 1888 and 1889.

69,951. The state of the law was this, that a Nonconformist could not get rid of his obligation to pay the tithe; he could only have the land on those terms?—We cannot help that.

69,952. I know that?—No man respects the conscience of Nonconformists more than I do, and have done, but I never mix that up with any business transaction.

69,953. But the real position was that this old farmer, Mr. Evans, had a conscientious objection to paying money that went to the

Mr. Brynmor Jones—continued.

support of a form of religion that he does not believe in?—I believe he had.

69,954. That seems to me a hardship?—I told him I was extremely sorry for him, and so I was.

69,955. Do you not think that if Sir Watkin really believes in freedom of conscience, he ought to deal very tenderly with those who have a conscientious objection in regard to such a matter?—I submit he has dealt always most tenderly; there is no man living who deals more tenderly with his tenants than Sir Watkin.

69,956. The rule of the estate, I understand, from you was this, that Sir Watkin would not allow his tenants even to protest against the payment of tithe?—He has nothing to do with what they protest, Sir Watkin holds to his agreement.

Lord Kenyon.

96,957. I suppose Sir Watkin feels bound to defend the parson?—Not in the least—oh, no, he does not; as a churchman he may. He is a strong churchman, and that is what he thinks right to do, no doubt. We all support the Church—those who are churchmen—but I do not see that it has to be mixed up in any way. We support our own church and support our national schools, we do it in our own way, and we do not interfere with others, we stick to our own principles.

Mr. Brynmor Jones.

69,958. The real position of things is that either the tenants on Sir Watkin's estate were bound to pay their tithes against their conscience, or else leave their farms?—Yes, I stick to that—that was so. They were told it was part of the agreement, like anything else about cultivation. Sir Watkin put his foot down the year that I commenced, and said it was to be so.

69,959. Do you consider that that was treating the tenants in a tender spirit—with a spirit of conciliation, and of respect for conscience?—It is part of the law. The tithe is a tax upon the land, whatever becomes of it hereafter is another matter; whether you are a tenant, or have inherited land, or purchased land, it is your duty to pay it, and you must make your calculations accordingly.

69,960. Then it really comes to this, that all these other tenants, except these two in this district, were willing to pay the tithe, and these two men were unwilling to pay the tithe, and therefore their tenancy is terminated?—That is so.

Mr. Brynmor Jones.

69,961. Of course, I understand that what these gentlemen say is not that they objected to the payment of the tithe, but they objected to the application of the tithe. That is the point of their objection.

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[Continued.]

Lord Kenyon.

69,962. In order to recover the tithe, what is the process?

Mr. Brynmor Jones.

69,963. What was the process, then? This was under the old law?

Lord Kenyon.

69,964. What was the process under the old law?—Under the old law the parson had to recover.

69,965. He had to recover it, first of all against the tenant's stock?—Yes.

Mr. Brynmor Jones.

69,966. He had to recover it by distress?—Yes.

Lord Kenyon.

69,967. What if there was no stock?—Well if there was nothing to proceed upon, what was he to do? The parson had always the power of distraining.

69,968. And if there was no stock then the final claim would be against the land?—I believe it would—or whatever he could find on it. Going on the last few years upon the new law, I really have not thought about it.

69,969. Of course, the law is altered now?—Yes.

Mr. Brynmor Jones.

69,970. According to my recollection there were statutory provisions with regard to that?—Yes, but we have gone under the new state of things.

69,971. The common law procedure was by distress, and in case there was not sufficient distress there were statutory provisions. Now, of course, under the Act of 1891, the tithe is paid by the landlord?—Yes, by the landlord.

Lord Kenyon.

69,972. (To Mr. Rowland Evans.) Do you understand all that?—Yes, fairly.

Lord Kenyon.

69,973. I have some questions to ask you, Colonel Hughes, which are handed in by Mr. Martin Woosnam: "You admit that he was evicted in consequence of his protest against the application of the tithe"?—I do.

69,974. "You admit that you did interfere with the liberty of conscience of these persons"?—No, I did not. I never let it enter my mind. I would not interfere with any man's conscience, but I have said what I have done.

69,975. "Did you act under Sir Watkin's direct instructions in these two cases"?—I did, my Lord.

Sir John Llewelyn.

69,976. If a man purchases or inherits land, he inherits it subject to certain conditions?—Certainly.

Sir John Llewelyn—continued.

69,977. And purchases it subject to certain conditions?—Yes.

69,978. And I take it the tithe is one of the first things inquired into on a purchase?—It is always taken into calculation.

69,979. In fixing the rent it is one of the things that both landlord and tenant take into consideration?—Certainly.

69,980. Invariably?—Invariably.

69,981. I suppose Churchmen have got consciences just as much as Nonconformists have?—Well, I hope so.

69,982. With regard to the law, do you remember what the law was; was it that if the tenant refused to pay in the first instance, the owner of the tithe, whether a layman or a clergyman, had remedy against the tenants by distraint?—Yes, he had.

69,983. Supposing that there was nothing to distrain upon, how was that money obtainable?—He would eventually come upon the land. I believe that was the law then.

69,984. And the owner of the tithe, whether layman or clergyman, might take the land?—The owner is bound to have his tithe somehow, whoever the owner is.

Mr. Grove.

69,985. Have you had any other similar cases to this?—Not one.

69,986. As regards this case of Parry's, I think you said the old rent was 72*l.*, and the tithe was 10*l.* 15*s.*?—Yes.

69,987. That was 82*l.* 15*s.*?—Yes.

69,988. And the new rent was 90*l.*?—Yes.

69,989. So that you made him pay 7*l.* 5*s.* a year more?—Yes, something of that sort. That is so.

69,990. You speak about Sir Watkin dealing very kindly and sympathetically with his tenants. Of course, that we are glad to hear. Would it not have shown more sympathy and kindness if he had let him go on at the old rent?—Well, with great respect to you, I do not see how he could have done so. You must have rules, particularly with a large tenantry. I am sure it gave Sir Watkin great pain. He did everything he could, and spoke to him about it up at Wynnstay. I submit we could not have done more.

69,991. But does it not appear that because of this conscientious objection, he had to pay 7*l.* 5*s.* a year more rent?—His tenancy ceased; he broke his agreement and the tenancy ceased. He applied for the farm, and he was told the new conditions, and he took the farm.

Lord Kenyon.

69,992. He was treated exactly like a new tenant?—He was.

69,993. (To Mr. Rowland Evans—through the Interpreter.) Is there anything you wish to say?—No, only that he gave me notice to leave my farm.

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[Continued.]

Lord Kenyon—continued.

69,994-5. Yes, so Colonel Hughes says. He says he gave notice because Mr. Rowland Evans broke one of the provisions of the agreement?—Yes, I refused to pay tithe. They were charging me 1*l.* 0*s.* 4*d.* too much. The auctioneer got it back from me.

69,996. Colonel Hughes also says that you asked him for no compensation when you left?—It was not in his time.

69,997. Colonel Hughes, I have one more question to ask you, which is handed up by Mr. Woosnam. "Was the raising of Parry's "rent the penalty of his refusal to pay the "tithe"?—With great submission I think I have answered that question. I have given in detail the very words that took place, and the cause of them. I have said everything.

69,998. I think you answered it in another form?—Yes, I think so.

69,999. The original question, if I remember it rightly, was, had he to leave his farm because he did not pay the tithe?—Yes, I think it was.

70,000. And this is the inference?—Yes. Then the next case (that is on the same estate) is a very short one. I have given the witness notice to attend to-day. The evidence was given at Llanfyllin. If you recollect it was the old man who came up and spoke about the house being in a very bad state, and I admitted everything.

70,001. What is his name?—Benjamin Davies, Llettyrderyn. I admitted it. Of course, I cannot pretend to carry everything in my head as to all these things. I had to refer to the books when I went home. As I told you at the time that Benjamin Davies gave his evidence, in 1888 I first visited the farm, and I was very much shocked to see its state. I decided at once that it must come down. I took Sir Watkin and Lady Williams Wynn there afterwards, and Sir Watkin said directly that, of course, it must come down. We referred to the books, and found that Mr. Wynne, my predecessor, was exactly of the same mind, and he offered a farm called Eithen Geifr of 24 acres at 14*l.* rent to him. No, he would not have it. Mr. Wynne also offered a farm called Bryn Llanfihangel, 86 acres at 40*l.* rent. He made him a direct offer of either farm if he would only go away from this farm. The man would not go.

Mr. Brynmor Jones.

70,002. He was an old man, was he not?—Yes, an old man with a cut on his lip. We were sorry that he should remain there, and we have never pressed him for rent at all, and he is not pressed to-day. When we came to look at the books, it was seen that he owes now two full years' rent up to last Lady Day. He has never been oppressed in any way, but he was brought up at Llanfyllin to make a case, although he owed two full years' rent, and has had the offer of two farms.

Lord Kenyon.

70,003. You cannot repair his house until he leaves it?—I explained that it is on the very end of the property as you go down to Pont Robert, and it is not desirable and would not answer in any way; but I believe, as they say in Welsh, there was a bargain in having the place—what they call "newid." He thought he would not leave, as it was a cheap place. At any rate, he would not go. But these farms were *bond fide* offered by Mr. Wynne to him. Then, with regard to the next case, Lord Carington told me to be sure and look it up well, if I might recall your recollection to it. It was the case of the woman that came forward at Llangollen, Elizabeth Jones, of Bala, and it was with regard to the common and the action at Bala. This house was said to be upon the common.

Lord Kenyon.

I have her evidence before me in the print of the proceedings.

Mr. Brynmor Jones.

70,004. That was the case in which an action had been entered for trial at Dolgelly assizes?—Yes. I will read a note which I have made with regard to the matter. Re evidence of Elizabeth Jones. Ty Draw, Bala. I first heard of the matter by a letter from Elizabeth Jones, dated April 3, 1893, on receipt of which I made inquiries, and found that she had been badly advised, and claimed property which, no doubt, belonged to Sir Watkin. I wrote on the 16th May of the same year to the following effect:—"Madam, In answer to your letter of April 3rd, I beg to say, that I have fully considered this matter, and, bearing in mind the decision of the Court upon the evidence given at the trial, I am sorry that I cannot advise Sir Watkin to re-open a subject so long settled. At the same time I greatly regret that you were then advised to contest the owner's rights, and the great loss you sustained thereby. I am, yours faithfully, Hugh R. Hughes." The facts of the case are as follows:—At the beginning of the present century a house was built on Sir Watkin's property on the old Glanllyn Estate, and not on the common, whether by the tenant or owner I cannot say, and held, with certain lands measuring 11*a.* 2*r.* 7*p.*, by a person named Robert Cadwaladr, and who was succeeded by his son, whose tenancy terminated in 1824, owing an arrear of 29*l.* 18*s.* 10*d.*, of which 5*l.* 19*s.* was allowed, and the rental has the following marginal note:—"The 5*l.* 19*s.* 0*d.* allowed as part of the arrears due by the tenant's father-in-law, which it was considered prudent to allow upon the tenant paying the remainder." So that we must assume if Elizabeth Jones's father paid a portion of the arrears due, it must be an arrangement between the incoming and outgoing tenants, of which those in the management of the estate were not aware. In 1820 the entry in the rental is—"Robert Cadwalader's son: village, 9*l.* 3*s.* 0*d.*"; and this is continued to 1825, when he is succeeded by Elizabeth Jones's father,

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[Continued.]

Mr. Brynmor Jones—continued.

Owen Roberts, for the house and a portion of the land, the other portion being let to a person named Ellis Jones, and the fresh entry in the rental for Owen Roberts is as follows:—

	£	s.	d.
"174. Owen Roberts, part of tenement in the village	4	10	0
"175. Ellis Jones, part of tenement in the village	4	13	0
"176. Owen Roberts, house, late Robert Cadwaladr's son			

In 1826 Nos. 174 and 176 are merged, and from that date to 1860 the entry in the rental has been the same—"a tenement in the village." There is then an alteration owing, no doubt, to Owen Roberts' death, and the entry therein is "Owen Roberts' widow, tenement in the village"; and this goes on to 1871, when the entry is "Representatives of the late Elizabeth Roberts." Elizabeth Roberts died in June 1870, and I presume the litigation referred to took place in 1871-72. The house and land was let in 1872 direct to Robert Roberts, butter merchant, who previously held it from Elizabeth Roberts. I have with me here, for the inspection of the Commission, a map of the land, showing that the acreage of this plot entirely agrees, it being six fields, amounting to 11a. 2r. 7p. Then it will be seen that the claim to the property by Sir Watkin was not one of recent date, but was held as far back as 1820, and probably before. Owen Roberts, Elizabeth Jones's father, came on the property in 1824. There is no record, as far as I can ascertain, as to who first built the house, and we may assume that a relation of Elizabeth Jones, under some arrangement, did so about 100 years ago, but certainly Owen Roberts did not do so. An offer was made of 50*l.* for this house on Sir Watkin's estate. Here is the brief in the case. It was held by the present Sir Horatio Lloyd, and the verdict was for the plaintiff. I have here, for your inspection, a letter; there is no doubt that this poor woman was very badly advised by her solicitor, who is now dead, and who lived at Corwen, and whose name was Owen Davies. Here is the letter of Mr. Louis, solicitor, also dead:—

"Ruthin, 25th July 1871.

"DEAR SIRS,

"DAVID JONES, of Bwlch Tyno, Bala, has consulted me on his affairs. I find that he is considerably involved. He regrets now very much that the handsome terms which Sir Watkin Wynn offered before the trial were not accepted. Can anything be done now to avoid further expenses, and to end the matter. He assures me that he was all along willing to settle.

"Yours truly,

"MARCUS LOUIS.

"Messrs. Longueville, Jones,
and Williams."

Mr. Brynmor Jones—continued.

Then we made search with our solicitors, and found this letter:—

"Oswestry, 12th September 1894.

"DEAR SIR,

"WE have heard from Mr. Morris, of Glanllyn, with reference to evidence given at the Land Commission by Elizabeth Jones, as to an action for ejectment. We have looked up the papers, and we send you the brief, which we think will give you all the particulars you require. Not knowing what evidence was given by Elizabeth Jones, we do not know what you have to meet. The defendants were tenants of Sir Watkin, and claimed a cottage adjoining their holding, which the evidence shows was part of their holding under Sir Watkin, and had been repaired by him. The verdict was for the plaintiff, with a certificate for a special jury. The mere fact that the verdict was for Sir Watkin ought to be a sufficient answer to any statement made by Elizabeth Jones. We enclose a letter of the 25th July 1871,"—which I have already read to you—"written to us by Mr. Marcus Louis, in which you will see that Sir Watkin had offered handsome terms to the defendant before the trial; but they were not accepted. What these terms were we cannot tell you"—that was 50*l.*—"Judging from the charge-sheets they were made at an interview. The action was tried in July 1871, and the costs were not paid to us until December 1872, when the money was received by us from Sir Watkin, and as far as our books are concerned there is nothing to show that a single penny costs could have been paid by defendant, as we find an entry in our books, showing that we even paid the sheriff's costs for obtaining possession.

"Yours faithfully,

"LONGUEVILLE & CO.

"Colonel Hughes,

"Wynnstay Arms,"

"Llanbrynmair."

70,005. May I look at the brief?—Certainly.
(Witness handed in brief.)

Mr. Brynmor Jones.

Sir Horatio's note would show, I think, what was done.

Lord Kenyon.

70,006. It was the result of bad advice, you contend?—Undoubtedly, my Lord.

Mr. Grove.

70,007. May I see the plan which you have got there?—Yes. (Witness handed in plan.)

Mr. Brynmor Jones.

I see that Chief Justice Bovill left the case very much to the jury, as we inferred, after hearing the good lady at Llangollen. He said to the jury, "The right to Nos. 8 and 13 is disputed. The sole question"—that is, for the jury,—is, did the parties in succession occupy these pieces of land as tenants." The jury

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[Continued.]

Mr. Brynmor Jones—continued.

evidently answered that question in the affirmative, and therefore there was a verdict for the plaintiff. It is a very simple case.

Lord Kenyon.

70,008. Will you now proceed with your evidence in chief?—With your permission, my Lord, I should like to make one short statement. In the second Court, at Wrexham, if you recollect, a gentleman named Palmer made a statement. He specially referred to the commons at Ruabon, and spoke of how the late Sir Watkin became possessed of the hills.

70,009. That was Mr. Neobard Palmer's statement?—Yes. I cannot help feeling that that is a statement which cannot be allowed to go unnoticed. It leads people to say that Sir Watkin, or any other man, made use of a position of trust for private use—to obtain possession of property under favourable terms—that he made use of a position of trust. Sir Watkin was Her Majesty's Steward for the Hundred of Bromfield and Yale. Mr. Palmer said, according to the note which I have obtained from the shorthand writers, "If the Crown had a steward of its own in the lordship, who knew his business, and looked after the business of the Crown, that would not have happened; but this happened at the time that Sir Watkin Williams Wynn himself was the steward." Those who knew the late Sir Watkin, and his sense of honour, know that he would have rather seen the whole of the hills go under the sea than be guilty of such a thing. I say that in justice to his memory. But we go to the business part of the matter. I have here the draft of the articles of agreement; this matter was in the hands of the late Mr. William Blamire, and there was no man who was a more faithful servant, or who carried out his duties better than the late Mr. William Blamire as an enclosure commissioner; his name is above reproach. Mr. Brynmor Jones, no doubt, knows his reputation in all matters connected with enclosures. His name is signed here, and he would have seen Sir Watkin anywhere rather than that he should take advantage of anything. That was his character. I remember him as an enclosure commissioner when I was a boy. This matter at the time was a disputed title, and the whole thing is set forth in this agreement which I produce. It was a compromise, and the whole matter was threshed out from beginning to end, and the purchase was made. Here is the conveyance (*producing conveyance*). With regard to the value of the mountain land in Wales, it is marvellous how it has increased. I could quote a case especially (where there was a good title); and the land has gone up more than double, this was proved by a sale; just as agricultural land has gone down good moorland has gone up. I know of cases, especially in the range of Hiraethog, on the western side of the Vale of Clwyd. I am, myself, Her Majesty's steward of Crown Manors, and it is in that manor that the land was sold not very

Lord Kenyon—continued.

long ago at an enormous increase, thus I am taking the lowest way of looking at it; I could not allow it to go by in my respect for old Sir Watkin's name.

70,010. Is there anything in that agreement showing the contention of Sir Watkin with regard to claiming rights?—I will hand in the agreement. (*Witness handed in agreement. See Appendix to Q. 56,714.*)

Mr. Brynmor Jones.

70,011. There is a recital of an adverse claim. The first recital relates to divers portions of the parcels granted, as to which there appears to be no dispute with reference to the title of the Crown. Then we come to this recital: "And whereas the said Sir Watkin Williams Wynn is seized of certain lands in the manor or lordship of Prysor"?—Yes, that refers to Merionethshire.

70,012. In the parish of Trawsfynydd, and there lie adjacent to the lands of which the said Sir Watkin Williams Wynn is seized 1,017a. 1r. 35p. of land, which are claimed by Her Majesty and also by the said Sir Watkin Williams Wynn adversely each to the other, the particulars of which 1,017a. 1r. 35p. are set forth in the fifth schedule. There is a dispute as to that at any rate; but that is the only one as to which a dispute is recited. Then, "Now it is agreed and declared"—then follow certain parcels—"provided nevertheless that if the Crown can establish its title by prescription, custom, or otherwise, to an allotment of one-third part of any waste land within the said manor or lordship of Bromfield, or the united manor or lordship of Bromfield and Yale, upon an enclosure of such waste land being made, then and in such case the purchase money to be paid for the last-mentioned lands shall be 97*l.* 8*s.* 8*d.*, instead of the said sum of 208*l.* 11*s.* 10*d.*" Which sum did Sir Watkin pay, the smaller sum, I suppose?—It is idle to think of it for a moment. There is no office better looked after than the Woods and Forests. I have to go there myself, and there is not a landowner or agent who does not know that they protect their rights most zealously. There is no change given there; they are very courteous, and that is all. I say it is childish to think of it.

Lord Kenyon.

70,013. Have you anything to say with regard to a lane which Sir Watkin was supposed to have closed?—No, I have not.

70,014. That was mentioned by Mr. Neobard Palmer?—I have nothing to say in regard to it. I have confined myself entirely to that one point, which I felt, as I had some experience with regard to the Woods and Forests, I ought to mention, and also I wished to put the matter right with regard to the imputation which I say is conveyed in those words.

70,015. It was only with regard to some lane which Sir Watkin was said to have closed?

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[Continued.]

Mr. Brynmor Jones.

—I really do not know anything about that. Perhaps Mr. Wynne does.

70,016. You have said something about the increase in the value of these commons round about there?—Oh, it is immense. When I was a boy, not many years ago, Welsh moors were thought very little of, but they have gone up wonderfully.

70,017. From what period would you say that any marked rise in the value took place?—It may not have come to its maximum, but it has been going on for 30 years most certainly; it is well acknowledged.

70,018. So that the comparatively small price realized for this as compared with what might be got for it now, is no indication of whether the bargain was a good or bad one for the Crown at the time?—No, it is none whatever.

Lord Kenyon.

70,019. Is it not a fact that the grouse shooting, which is now extremely valuable, is the result of careful keepers?—Yes.

70,020. It was of practically little value in those days?—Quite so. It is properly burnt and watched; it is the result of good keeping.

70,021. It was practically of little value when those mountains were purchased?—Yes.

Mr. Griffiths.

70,022. Is not this increased value the result of the tenant going there and attending to it?—Oh dear no. The keepers burn the moor always.

70,023. You do not refer to the small plots that are attached to the cottages?—Oh, no.

70,024. They are very much improved?—Yes. Those men cultivate little bits in marvellous ways down the valleys.

70,025. You are talking of it more generally; it is dealt with more largely?—Yes.

70,026. I think, if I remember right, that this Crown land was at a certain height above the sea level?—Yes, I forget what is the altitude of the Ruabon Hills. I am told about 800 feet.

Lord Kenyon.

70,027. Have you any more rebuttals to make?—No, I think that is all.

GENERAL EVIDENCE.

Lord Kenyon.

70,028. You live at Ystrad in the county of Denbigh?—Yes.

70,029. You are the chief agent of Sir Watkin Williams Wynn, are you not?—Yes.

70,030. Will you proceed with your statement?—I was called to the Bar in 1859, have been a magistrate for the counties of Denbigh and Flint for about 30 years, and have had considerable experience in the management and control of landed property during the last 25 years.

Lord Kenyon—continued.

I did not follow the legal profession, but settled down on my own property, and applied myself more especially to the cultivation of land and the study of the various duties incidental to the practical work and management of landed estates.

I have been the principal agent for the Wynnstey Estates for the last six years, and am also agent for other estates in North Wales and England.

I have at the present time the charge of upwards of 150,000 acres of land in Wales and England (exclusive of manorial rights), but propose to offer evidence only with respect to the Wynnstey Estates.

The Wynnstey Estates belonging to Sir Watkin and Lady Williams Wynn are six in number, and lie in the counties of Denbigh, Flint, Salop, Merioneth, Montgomery, and Cardigan.

The different properties, though almost entirely situated in Wales, cannot be treated as a distinctly Welsh property, and I propose to divide my evidence into two sections, one portion referring to the purely Welsh estates, and the other to those where the English language predominates, and where the characteristics of the people, and their methods of farming, differ from those of the Welsh pastoral farmer.

The Welsh portion comprises the Glanllyn Estate in the county Merioneth, Llanbrynmair, in the counties of Montgomery and Cardigan (361 acres only being in the latter county) and Llwydiarth in the county of Montgomery, and is divided as follows:—

	Acres.	Acres.
Glanllyn	- 39,080, of which 20,886 are mountain land.	
Llanbrynmair	- 54,196, of which 38,000 are mountain land.	
Llwydiarth	- 18,292, of which 1,730 are mountain land.	
Total	- 111,568	60,616

The English portion (as I propose to call it) comprises the Wynnstey Estate, in the counties of Denbigh and Flint, with the Llanforda and Llangedwyn Estates, in the counties of Denbigh, Salop, and Montgomery, and is divided as follows:—

	Acres.	Acres.
Wynnstey	- 10,675, of which 2,927 are mountain land.	
Llanforda	- 3,293, of which 446 are mountain land.	
Llangedwyn	- 11,486, of which 828 are mountain land.	
Total	- 25,454	4,201

They have, therefore, an approximate total extent of 137,025, of which about 64,819 acres is mountain or rough land.

Owing to the acreage of the large undivided tracts of mountain land not being given separately on the published maps of the Ordnance Survey, it is difficult to give the accurate acreage of the portions of the properties, but the extent given is believed to be fairly correct.

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[Continued.]

Lord Kenyon—continued.

The following are the parishes in alphabetical order, in which the freehold property of each portion is situated :—

WELSH ESTATE.

Carno Parish, Montgomeryshire.
 Cemnaes Parish, Montgomeryshire.
 Darowen Parish, Montgomeryshire.
 Garthbeibio Parish, Montgomeryshire.
 Hirnant Parish, Montgomeryshire.
 Llanfawr Parish, Merionethshire.
 Llanycil Parish, Merionethshire.
 Llanuwchllyn Parish, Merionethshire.
 Llanwddyn Parish, Montgomeryshire.
 Llanfihangel Parish, Montgomeryshire.
 Llangadfan Parish, Montgomeryshire.
 Llanerfyl Parish, Montgomeryshire.
 Llanbedr, Merionethshire.
 Llangower, Merionethshire.
 Llanwrin, Montgomeryshire.
 Llanfyllin, Montgomeryshire.
 Llanbrynmair, Montgomeryshire.
 Llanidloes, Montgomeryshire.
 Llangurig, Montgomeryshire.
 Llanbadarnfawr, Cardiganshire.
 Machynlleth, Montgomeryshire.
 Pennant, Montgomeryshire.
 Penegoes, Montgomeryshire.
 Trefeglwys, Montgomeryshire.
 Trawsfynydd, Merionethshire.

ENGLISH ESTATE.

Bangor Parish, Flintshire.
 Erbistock Parish, Flintshire.
 Gresford Parish, Denbighshire.
 Llangedwyn Parish, Denbighshire.
 Llanrhaiadr Parish, Montgomeryshire and Denbighshire.

Lord Kenyon—continued.

English Estate—continued.

Llanarmon-Dyffryn-Ceiriog Parish, Denbighshire.
 Llansilin Parish, Denbighshire.
 Llangollen Parish, Denbighshire.
 Llanarmon-yn-Yale, Denbighshire.
 Llanfair-Dyffryn-Clwyd, Denbighshire.
 Llanynys, Denbighshire.
 Marchwiel, Denbighshire.
 Overton, Flintshire.
 Oswestry, Shropshire.
 Ruabon, Denbighshire.
 Ruthin, Denbighshire.
 Wrexham, Denbighshire.

The above comprise 42 parishes, exclusive of Sir Watkin's manorial rights, which extend over a number of other parishes.

These manorial rights comprise the manor of Arwystley, with an area of upwards of 105,000 acres; the manor of Cyfeiliog, of about 70,000 acres; and the manor of Talerddig, or a total area of about 180,000 acres, or about one third of the whole county of Montgomery.

The total number of farm tenants and cottagers, on the whole property (excepting manorial tenants) is 1,773, divided as follows :—

No. of Acres.	No. of Tenants.	Rents.		No. of Tenants.
		£	£	
1 to 10	302	1 to 5	-	116
10 " 25	116	5 " 10	-	129
25 " 50	83	10 " 20	-	169
50 " 100	140	20 " 50	-	234
100 " 200	129	50 " 100	-	173
200 " 300	55	100 " 200	-	63
300 " 500	48	200 " 300	-	20
500 " 1,000	27	300 " 400	-	7
1,000 and over	14	400 " 500	-	2
		500 " 600	-	1
	914			914

Tenants holding from	1 to 10 Acres.	10 to 25 Acres.	25 to 50 Acres.	50 to 100 Acres.	100 to 200 Acres.	200 to 300 Acres.	300 to 500 Acres.	500 to 1,000 Acres.	1,000 and over.	Totals.
Wynnstay Home Estate	70	22	13	15	12	6	—	1	—	139
Llangedwyn and Llwydiarth	148	59	32	58	59	18	13	4	1	392
Cyfeiliog and Arwystley	55	17	12	24	33	21	22	17	13	214
Merionethshire	29	18	26	43	25	10	13	5	—	169
	302	116	83	140	129	55	48	27	14	914

Tenants paying	5% and under.	10% and under.	20% and under.	50% and under.	100% and under.	200% and under.	300% and under.	400% and under.	500% and under.	600% and under.	Totals.
Wynnstay Home Estate	18	20	33	23	20	18	4	2	—	1	139
Llangedwyn and Llwydiarth	72	70	68	70	73	19	14	5	1	—	392
Cyfeiliog and Arwystley	17	24	38	69	46	18	2	—	—	—	214
Merionethshire	9	15	30	72	34	8	—	—	1	—	169
	116	129	169	234	173	63	20	7	2	1	914

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[Continued.]

Lord Kenyon—continued.

On the Welsh portion the number of tenants paying rents of 10*l.* per annum and upwards in the year 1893 is 465, placed as follows:—

On the Glanllyn Estate	154
On the Llanbrynmair Estate	200
On the Llwydiarth Estate	111
	465

On the Glanllyn Estate, the tenants are exclusively Welsh, about 30 per cent. understand English, but business transactions are almost entirely carried on in the vernacular.

On the Llanbrynmair Estate there are about 70 monoglot Welshmen, unable to transact business, or to converse in the English language.

On the Llwydiarth Estate about one half are monoglot Welshmen.

The families may be divided as follows with regard to Creed:—

	Non-conformists.	Churchmen.
On Glanllyn	137	19
On Llanbrynmair	168	32
On Llwydiarth	84	27
	389	78

or 389 Nonconformists against 78 Churchmen.

At Llanbrynmair the Welsh Independents predominate, at Glanllyn and Llwydiarth, they are about equally divided with the Calvinistic Methodists.

On the English portion, the number of tenants paying rents of 10*l.* per annum and upwards in the year 1893, is 263:—

On the Wynnstay Estate	108
On the Llanforda Estate	52
On the Llangedwyn Estate	103
	263

There are only two monoglot Welshmen on the Wynnstay Estate, and 11 on the Llangedwyn while there are none on the Llanforda.

With regard to Creed the families may be divided as follows:—

	Churchmen.	Non-conformists.
On the Wynnstay Estate	76	32
On the Llanforda Estate	33	19
On the Llangedwyn Estate	49	54
	158	105

being 158 Churchmen against 105 Nonconformists.

The custom of continuous family succession in tenancy has always been a predominant feature on this estate, in fact on the Welsh portion it is and has been an invariable rule to accept a member of a deceased tenants' family as his successor.

Lord Kenyon—continued.

When there is a member of the family eligible to succeed, the preference is given to him or her ungrudgingly, and I cannot record any case where the widow was not allowed to succeed her deceased husband as tenant if she so wished, or failing her, the son or other near relative.

This continuity of tenancy is more in evidence among the Welsh-speaking tenants, and there are some remarkable instances of farms on this property continuing in the occupation of the same family for very long periods.

The following are noteworthy instances of continuous family succession, vouched for principally by the present respective occupiers, who take as much pride in their heritage as if they were fee simple owners of their holdings:—

WELSH ESTATES.

On the Glanllyn Estate in the parish of Llanuwchllyn:—

The Parry and Davies family have been at Brynlechi	400 years.
The Jones' family at Llwyngwern over	350 "
The Williams' family at Dwrnodon	300 "
The Edwards' family at Drwsynant	200 "
The Jones' family at Cefngwyn	150 "
The Jones' family at Wern over	300 "
The Evans' family at Ty Coch	160 "

Average, 232½ years per family.

On the same estate in the parish of Trawsfynydd:—

The Jones' family have been at Bryncelynog	400 years.
The Roberts' family at Tyddyn Du, over	300 "
The Owen family at Tyddyn Mawr	300 "

Average 333 years per family.

On the Llanbrynmair Estate there are numerous instances, viz.: Llanbrynmair Parish.

The Hughes' family have been at Cwmcarnedd	300 years.
The Roberts' family at Hafodwen	300 "
The Evans' family at Coedglyniaen	300 "
The Jones' family at Ystrad fawr	200 "
The Evans family at Clawdd-a-choed	100 "
The Jervis' family at Ty-pellaf over	300 "
The Jervis' family at Ty-mawr-yn-llan	100 "

And the Lewis' family at Ffridd fawr had recently in their possession rent receipts going back

	272 "
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Average 234 years per family.

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[Continued.]

Lord Kenyon—continued.

In Carno Parish the Breeze family have occupied Glanhanog for 150 years, and previous to that, lived on the estate at Cae Twpa, Llanbrynmair.

IN TREFEGLWYS PARISH.

The Hughes family have been at Rhiwdfyeity about 250 years.

The Owen family at Llwyn-y-gog about 250 "

The Wigley family at Rhosgoch about 200 "

Average 243 years.

In Garthbeithio Parish the Hughes family have lived at Dolymaen about 250 years, and the Vaughans at Hafodybeudy and Dolfrynog in Llanerfyl Parish, 300 years, coming there from the Llwydiarth Estate.

The history of the Llwydiarth Estate is of the same unique character:—

The Jones' family have been at Blaenycwm from 150 to 200 years.

The Williams' family at Cammen about 100 years.

The Jones' family at Cammen Fawr from 150 to 200 years.

The Watkin family at Gwaellod Cammen from 150 to 200 years.

The Watkin family at Groes from 100 to 150 years.

The Jones' family at Llawrycwm from 150 to 200 years.

The Evans' family at Tyn-y-coed about 200 years.

The Williams' family at Dafarn Newydd about 200 years.

The Lloyd family at Brynmawr from 150 to 200 years.

The Davies' family at Braichywaen from 150 to 200 years.

The Evans' family at Cefnleisiog from 150 to 200 years.

The Jones' family at Coedleos about 150 years.

The Rees' family at Maesglynne from 300 to 400 years.

The Jones' family at Cuddig from 150 to 200 years.

The Watkin' family at Erw Glanrafon about 100 years.

The Humphreys' family at Fachwen Ganol about 100 years.

The Watkin' family at Fachwen Isaf about 100 years.

The Jones' family at Fronlas from 150 to 200 years.

The Roberts' family at Llwynhir about 150 years.

The Davies' family at Penyrwtra upwards of 200 years.

The Davies' family at Lletty Meirch upwards of 200 years.

The Jones' family at Mynydd-ddwlan Uchaf about 200 years.

Lord Kenyon—continued.

The Jones' family at Melin ddwr about 200 years.

The Evans' family at Pendugwm about 150 years.

The Jones' family at Penisa'r Llan about 200 years.

The Jones' family at Pantglas about 200 years.

The Jones' family at Tyn y celyn mawr about 200 years.

The Parry' family at Tyn y maes about 200 years.

The Lewis' family at Tyn y rhos about 200 years.

On the Llangedwyn Estate there is a long record of continuity of tenancy, the following families have been on their respective farms for generations, none for a period of less than three and many for seven generations:—

The Sides' family at Pen y bryn.

The Morris' family at Wernoleu.

The Thomas' family at Highlands.

The Vaughan family at the Mount.

The Jones' family at Penyffridd.

The Davies' family at Gartheryr.

The Davies' family at Banhadla.

The Jones' family at Cilbach.

The Hughes family at Tany-gors-goch.

The Buckley family at Tynymaes.

The Kynaston family at Fynongoch.

The Mills family at Penyddalfa.

The Davies family at Trefelliw.

The Buckley family at Frondeg.

The Buckley family at Cefnisa.

The Jones' family at Cefnllaniwrch.

The Vaughan family at Cryniarth.

The Lewis family at Trebrys.

The Davies family at Tybrith.

The Buckley family at Glaniwrch.

The Owen family at Yr Aran.

The Vaughan family at Yr Aran.

The Price family at the Fron.

The Morris family at Pentre-gwyn-bach.

The Sides family at The Golfa.

The Jones' family at Pentrecwm.

The Lloyd family at Tregeiriog Mill.

The Lewis family at Nantyrhiwlas.

The Jones' family at Blaenrhiwlas.

The Williams' family at Tynybwlich.

The Hughes' family at Tynycelyn.

The Hughes' family at Penyrallt.

The Williams' family have been at Cil mawr about 200 years.

The Evans' family at Tan-y-dderwen for 100 years.

The Moreton family at Abercynlleth for 150 years.

The Morgan' family at Rhydgaled for 100 years.

The Edwards' family at Henblas for about 200 years.

The Evans' family at Glan Tanat for 300 years.

The Edwards' family at Caerfach about 200 years.

The Williams' family at Efel Rhyd Mill about 100 years.

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Lord Kenyon—continued.

The Evans' family at Trewern Isaf about 100 years.

The Pierce' family at Frongoch 100 years.

The Jones' family at Cwmegar 155 years.

The Foulkes' family at Penllan 130 years.

The Jones' family at Pen-y-graig Ucha 152 years.

The Jones' family at Pentre Geiriog for 200 years.

The Hughes' family at Pen-y-graig Uchaf for 200 years.

The Edwards' family are at Sycharth for 400 years, and the Foulkes' family are supposed to have occupied Gartheryr for quite 1,000 years.

ON THE LLANFORDA ESTATE.

The Thomas family have been at Pantyffynon 200 years.

The Edwards' family at Penybryn 200 years.

The Evans' family at Nant y gollen 200 years.

The Edwards' family at Pentre gaer 200 years.

The Edwards' family at Cynynion 200 years.

The Jones' family at Brongoll 250 years.

The Davies' family at Cleveland, 150 years, and the Roberts family have been at Rhydyroesau for five generations.

On the Wynnstay estate, there is comparatively little continuity of tenancy to record, as there is but one instance of a family having occupied a farm for more than 100 years.

Taking the property as a whole, especially of the Welsh estates, I venture to think this proves that where a long succession of undivided ownership creates confidence in its long established practice and traditions (which are handed down, with such hereditary appreciation of their value, as on these estates) the system is far better adapted to the economical requirements of the community than any system involving joint ownership which can be devised.

The non-payment of tithe, shortly before the passing of the Tithe Recovery Act, 1891, caused slight friction on the Welsh portion, but the extreme cases in question, were, with one exception, amicably settled.

Since then there has been no difficulty of any kind with Sir Watkins' tenants.

Personally, I have always looked upon tithes as a tax ultimately devolving upon the landlord, and have treated it as inherited with the land, and as an obligation to be considered in every purchase of property where it has not been redeemed.

In referring to the tithe rentcharge I wish to say once for all, that I consider this question has nothing to do with creed of any description. Tithe is, and will continue to be, a charge upon the land where not redeemed, and it cannot be too clearly explained that whether applied to religious or educational purposes, the land will not be relieved of its incidence, and in this con-

Lord Kenyon—continued.

junction I wish to state most emphatically that on no occasion whatever have I allowed creed to influence me, or to be identified or mixed up with any estate or property transaction that I have had to carry out, as it is a cardinal principle I have always upheld that under no circumstances should the religious views or tenets of any person be a factor in the consideration of any business connected with management of landed property, or indeed in any commercial transaction.

There have been no evictions on the property that I am aware of, nor any notices to quit given for political reasons during the last 35 years.

Notices to quit on this property have been confined entirely to those tenants who were much in arrear, and had become hopelessly involved; strictly speaking those tenants who were so palpably thriftless and negligent, from an agricultural point of view, that the agent had no other alternative but to advise this course.

There are a few cases where the sale of land has necessitated a change of occupation, for which notices were obligatory.

Relevant to those thriftless tenants who are found on properties of this magnitude, it is a pleasure for me to say that considering the great extent and the varied classes of holdings upon this property, these cases have been very exceptional, even, during the years of great depression since 1883.

I find that on the extensive estate of Llanbryn-mair there were only two cases of insolvency during that period. On the Llwydiarth property, I have only three cases to record in six years; the same number on the Llangedwyn Estate, and on the Llanforda Estate, not one.

If the capitalised value of the whole property be taken, I feel sure this proportion will compare very favourably with those of any commercial industry that the Commission are acquainted with.

While quite ready to advise the granting of leases on every estate I am connected with, I find the tenants do not care for them, but prefer the existing annual agreements which leave them more freedom; and in the present uncertainty as to the future of British farming, I am convinced that none of them would agree to tie themselves to their farms for any lengthened period, more especially upon estates where long experience has shown that no tenancy is terminated so long as the tenant complies reasonably with the covenants of his agreement, and where no unjust or unfair construction is placed on those covenants by his landlord or the agent.

As strong evidence of the good feeling between landlord and tenant, there has been, and still continues, a healthy demand for farms on this property, and it has been a rare thing to have any land on hand.

Generally, there are several applicants for a vacant farm, but the selection of a tenant is

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[Continued.]

Lord Kenyon—continued.

invariably governed by the hereditary claims and suitability of the applicant.

The years of depression have in nowise diminished the number of applicants for vacant farms, with the exception of some small holdings in the hill districts.

There is a difficulty to let some of these owing to the increasing tendency of the labourer and small holder to leave the hill tops, whenever he gets an opportunity to live nearer schools, places of worship, and medical attendance, where better class land admits of higher wages being given with less bodily exertion to himself.

The depopulation in the mining parts of Montgomeryshire owing to the stoppage of the lead mines has affected many districts on this property; with the result, that there have been a few cases of consolidation of small holdings on the Llanbrynmair Estate, and has been the cause of the disuse and dilapidation of much cottage property.

The following are some of the parishes showing a marked decrease of population, viz. :—

Parish.	Population, 1881.	Population, 1891.	Decrease.	Per-centage.
Cemmaes - -	946	729	217	23 per cent.
Darowen - -	976	702	274	28 "
Llanbrynmair -	1,575	1,288	287	18 "
Penegoes - -	982	720	262	26½ "
	4,479	3,439	1,040	

showing an average decrease of $23\frac{1}{2}$ per cent. for the last census decade, compared with that of a decrease of 12 per cent. for the whole county. The decrease in the population of these parishes was also great previous to 1881.

Especial attention has been paid to the maintenance and repair of cottages for labourers on this property.

Many new ones have been built in recent years, and a large sum of money has been annually expended in the improvement of those already existing.

The importance of improving the housing and accommodation for working men is so perfectly self-evident that every landowner or responsible land agent, who has given the least consideration to the subject, is greatly to blame if he does not perseveringly endeavour to place all who live on his estate in circumstances conducive to their moral and social improvement.

I am too well aware how difficult it is to accomplish at once, or in a reasonable time, all that one would wish in this direction, as this is always a very expensive item on such a property as this, and an outlay for which there is but a meagre (if any) monetary return.

Systematic attention is, however, paid to it on this property, and though considerable progress towards the end in view has been made, there is still, on so large and scattered an estate, very much to be done in this direction.

Lord Kenyon—continued.

A special effort has been made of late years to improve the cottages of the shepherds living on the heights of Plynlimmon and other hill districts, but notwithstanding increased comforts and enhanced wages, they are found to be the most difficult class of men to keep upon the property, where their services, attending to the large sheep flocks, is a daily necessity.

Labour, too, of late years, as compared with previous experience, has become more migratory in character, especially near mining districts, where small hamlets which were 20 years ago thriving and prosperous (from which extra harvest labour was easily obtainable, and where dairy products of the smaller agricultural tenant found a ready market) are now in absolute ruin.

Another factor to be taken into account as the result of indiscriminate agitation is the destruction of the old paternal relations between employer and employed, the tendency now being to pay only for the time actually given, instead of a regular yearly wage supplemented by various privileges, all tending to attach the labourer to his home and employer. He now receives his wages in money and not in kind, as in former times, and his habits and character are quite changed.

This is no doubt partly attributable to the spread of education, to a growing preference to reside nearer schools, and to an appreciation of the improved educational facilities; but, whatever the cause, migration of farm labour has been the consequence of these advantages, and is carrying the best of our farm labourers and estate workmen to the towns and other centres, where higher wages are obtainable than in our agricultural districts; and the farmers' sons, instead of qualifying themselves to farm, find their way to London, Manchester, Liverpool, and elsewhere, and consequently leave no trained successors to carry on the farming, and while I regret to see this tendency increasing, I am unable to suggest any course likely to be effectual in arresting it in face of the constantly increasing competition of the foreigner, the higher cost of labour, the rapid increase in rates and taxes, and the steadily decreasing prices of farm produce of all descriptions.

I am friendly to the creation and existence of a fair proportion of small holdings, not because I consider them profitable from a landlord's point of view, but because they serve as steps in the ladder for men of small means and industrious habits to mount by.

I have known several instances of this on these estates, where small holdings have been taken by thrifty agricultural labourers, who have become capital tenants; and there are instances of labourers starting thus and becoming substantial farmers in course of time.

I am also in favour of allotments, though I have found but little appreciation of compulsory legislation with regard to them among rural labourers.

I agree that allotments should be within near proximity to cottages and roads, but of no

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Lord Kenyon—continued.

greater an area than can be well worked in the spare time of a labourer, and that the land should be let at a fair rent; but it is in my opinion imperative, both with regard to small holdings and allotments, that the quality of the land must be fair or, failure, must inevitably follow, owing to the want of the necessary capital to deal with land of inferior quality.

It is needless to point out here the extreme folly of those who look for the beneficial occupation of remote or sterile land by small cultivators with little or no capital.

It has been my endeavour to uphold and maintain small holdings wherever I could on the estates in my care, but I consider it worse than useless to erect substantial modern sanitary buildings on lands which are almost inaccessible for want of roads, and which are, even where roads exist, not worth more than 2s. to 3s. per acre with buildings complete, and I fail to see where any reasonable return on the capital expended is to come from.

As examples of the minimum agricultural value of our hill farms in Wales the following two cases may interest the Commissioners.

No. 1.—Cefnybrwyn and Hirgoed farms, in the Parish of Llangurig, South Montgomeryshire:—

	A.	R.	P.
Cefnybrwyn House, steading, enclosed land and cottage at Steddfa Bach, Plynlimmon.	64	3	35
Cefnybrwyn sheepwalk	2,162	8	6
Hirgoed Field, formerly enclosed	36	2	39
Pontrhydgaled House, steading and enclosed land.	102	2	13
Hirgoed and Pontrhydgaled sheepwalk	1,962	0	0
Acres	4,329	0	13

This holding will pasture about 5,000 sheep and about 60 cattle during the summer time, and a large proportion of each through the winter months.

The annual rent of the whole holding of 4,330 acres, with suitable buildings thereon, is 125*l.*, out of which an abatement of 15 per cent. is allowed, leaving the net rental at 106*l.* 5*s.*, or a fraction less than 6*d.* per acre, which would amount to 108*l.* 5*s.*

No. 2.—Cedig is a farm and sheepwalk in parishes of Llanwddyn, Pennant, and Llangynog, in the extreme north of Montgomeryshire.

The new Vyrnwy Lake is situate about two miles from this property.

The extent of this holding is 2,200 acres, of which 150 acres are enclosed land, with fair farmstead.

Cedig was let to a new tenant at Lady Day 1894, who took over the last tenant's breeding stock of 1,700 sheep; and the farm is capable of carrying 2,000 sheep during the summer months.

The whole of this is let at 70*l.* per annum, which, less the abatement of 15 per cent., leaves 59*l.* 10*s.* as the net rent, or a fraction more than

Lord Kenyon—continued.

6*d.* per acre, which amounts to 55*l.* The last tenant's rental was the same.

These are, no doubt extreme cases, but I believe the best use that can be made of land at an extreme altitude, and subject to great variations of climate, is that of summering sheep, keeping a few cattle for a shepherd's own use, and rearing lambs.

It is not suitable in any way for cultivation, nor would it grow timber to yield a profit; and the wintering of even the hardest Welsh wether sheep proves a precarious speculation on these hills.

The shepherds have a rough time of it in winter, and it requires a strong constitution to withstand the severity of the inclement seasons.

I hear complaints of consolidation alleged with regard to these, but those best acquainted with these matters, and who have daily experience of the idiosyncracies of the Welsh farm labourer and occupier of small holdings in these hilly districts, know that it is principally due to the changed circumstances of their surroundings, and from no fault of their landlord, that they relinquish their mud hovels and defective buildings where, even in the good times, they were only able to exist with infinite difficulty, eking out a miserable and laborious life.

There are, interspersed among the Welsh estates on this property, many peasant proprietors or small freeholders who have inherited their holdings from their ancestors. They do not seem to thrive, and their farms are consequently in a bad state, both as regards cultivation and buildings.

Speaking generally, they seem to lack capital, and the provision made for their children, or those of their predecessors, has overburdened their occupations, and leaves them impoverished or disheartened.

I have numerous instances in my mind where tenancy has proved more beneficial than ownership to this class of agriculturists.

On Sir Watkin's estate many a Welsh farm has been bought under such circumstances, and of late years he has been obliged to refuse numerous offers of sales from peasant proprietors who wished to sell their freeholds and become his tenants.

On the other hand, he has several tenants who are proprietors of substantial farms (which they let to others), some of equal if not greater annual value than their holdings.

On the Glanllyn Estate, for instance, I may mention Mr. Hugh Pugh, Rhiwgoch; Mr. Thomas Jones, Tan-y-bwlch; Mr. Robert Williams, Dolhendre; Mr. Henry Parry, Tyddyn Llywarch. Mr. Henry Jones, Cefn Prys; Mr. John Williams, Gwernhefin; Mr. Owen Edwards, Coed-y-Prys; Mr. Robert Williams, Gors; Mrs. Jones, Ty Nant.

On the Llanbrynmair Estate, the Hughes of Cwm carnedd-uchaf and isaf, Mr. Evan Jones of Clegyrddwr, and Mr. Richard Owens of Penybont, and several owners of smaller farm tenements, which they let to others.

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On the Llangedwyn and Llanforda Estate, Mr. and Miss Edwards, Sycharth; Mr. Ellis Williams, Cefnhirfawr; Mr. Stokes, Ty-tan-y-Mynydd; Mr. Owen, of Llwyn-y-Maen; Mr. Richards, of Glascoed.

On the Llwydiarth Estate, Mr. Davies, Dolwar Hall; Mr. Richard Hopkin, Tyn-y-cae; Mrs. Edwards, Ty Mawr; Mr. Rees Davies, Braich-y-waen; Mr. Ellis, Cae Pembras.

I have frequently heard from men in this position that it is far better to live as tenants, under a good landlord, than possess and occupy lands during the years of depression the country has been and is now passing through. Any impartial man going about, and well acquainted with the Welsh hill farms, would, I feel sure, readily confirm me with regard to this.

Wheat-growing in this country has been carried on at a loss, generally speaking, for nearly 18 years. This has been the case on most ordinary agricultural lands since 1877.

The Agricultural Statistics show the annual decrease of acreage under wheat, notwithstanding the fondness of farmers for wheat as a ready money crop, and that by many it is erroneously considered indispensable on account of the usefulness and value of its straw.

Although the decreasing price of cereals has not injuriously affected the Welsh portion of this estate so much in a direct manner, it has indirectly done so very considerably by its effect on the sale of cattle in the English counties.

Nothing affecting the Welsh hill farmer has depreciated so much in value as wool, which is less than half the value it was 25 years ago, and the demand for the poorer qualities has become almost nil during the last few years.

Although the general agricultural depression commenced in 1879, it was not generally felt among the Welsh upland farmers until 11 years ago. Breeding stock undoubtedly paid well for 10 years ending with 1880. Since that date

Lord Kenyon—continued.

the value of cattle and sheep has been declining, though there have been temporary recoveries of prices, notably in the autumn of 1886 and in the year 1889; but the recent years 1892 and 1893 have certainly been the worst on record during the last two generations of Welsh farmers; and as these upland farms are purely pastoral, the tenants have suffered very heavily from a cause which no legislation could have prevented.

To meet with the unexceptionally adverse circumstances of these bad years, abatements have been granted to the whole of the tenant farmers of these estates, paying 10% rent and upwards, and rents have in many cases been permanently reduced.

The abatements have been as follows:—

For the year 1885, 10 per cent.

For the year 1886, 10 per cent.

For the year 1887, 10 per cent.

For the year 1888, 10 per cent.

For the year 1889, 10 per cent.

For the year 1890, 5 per cent.

For the year 1892, 15 per cent.

For the year 1893, 15 per cent.

amounting to a total of upwards of 30,000*l.*, of which particulars can be given, if desired, and for the year 1894 an abatement of 15 per cent. has been returned from the Lady-day rents.

In addition to these abatements, grants of lime, artificial manures, and other assistance have been given, new fences have been erected, and much land drained at the landlord's expense.

There has been a tendency in some evidence given before the Commission to ignore entirely the large amount of capital required from the landlord, and invested by his predecessors and himself, and to treat farm-houses, labourers' cottages, roads and fences, &c., as though they had grown upon the soil. I append a statement showing the cost of purchases during the last 22 years, and the nett interest those purchases yield in their cost.

STATEMENT showing Amounts paid for Properties purchased since 1872, the Gross Annual Rents receivable therefrom, and the Rate of Interest previous to Deduction for Allowances, Repairs, and other Landlords' Ingoings:—

No.	Period of Purchases	Name of Estate.	Purchase Money, exclusive of Cost of Conveyance, &c.	Present Annual Gross Rent.	Annual Gross Interest on Purchase Money, without Deduction for Repairs, Allowances, &c.
			£ s. d.	£ s. d.	
1.	From 1873 to 1889	Wynnstay	33,135 0 0	1,426 10 0	4 $\frac{3}{4}$ per cent.
2.	From 1885 to 1889	Llangedwyn	8,001 0 0	246 12 6	3 $\frac{3}{4}$ per cent.
3.	From 1872 to 1883	Llanforda	11,945 0 0	230 10 0	2 $\frac{7}{8}$ per cent.
4.	From to	Glanllyn	800 0 0	25 0 0	3 $\frac{1}{8}$ per cent.
5.	From 1872 to 1875	Llwydiarth	5,230 0 0	128 11 0	2 $\frac{1}{2}$ per cent.
6.	From 1875 to 1883	Llanbrynmair	9,080 0 0	238 0 0	2 $\frac{1}{2}$ per cent.
	Total		68,181 0 0	2,355 3 6	3 $\frac{3}{8}$ per cent.

After allowing an average deduction of 12 $\frac{1}{2}$ per cent. rebate on rents and 7 $\frac{1}{2}$ per cent. for repairs, insurance, and other landlord's outgoings, the nett interest on the purchase moneys is 2 $\frac{1}{4}$ per cent.

The Wynnstay purchases comprise a considerable extent of house and cottage property, brickworks, &c., but the other purchases are mostly agricultural, and after deducting rebate and repairs on these purchases, it leaves the

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rate of interest at $2\frac{2}{5}$ per cent. without any allowance for management, loss of rent, and other contingencies.

It is claimed that the landlord receives his rent simply in respect of the land which he lets to the farmer. This is not so. The rent is only a moderate interest upon the amount of the owner's money that has been expended on the land and its maintenance, and I now submit figures showing the expenditure on buildings, fencing, and drainage only, on this property during the last 32 years, an expenditure absolutely necessary for the maintenance of the property in a condition to *produce the rental*.

These figures have been extracted from the estate books at Wynnstay from 1862 to 1893, both years inclusive, and relate only to farm buildings and lands.

Expenditure upon woods and fencing, estate building and repairs, and draining, from 1862 to 1893:—

—	Farm and Cottage Rental.	Fencing, Gates, Woods, &c., exclusive of home-grown Timber.	Estate, Building, and Repairs.	Draining.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1862	40,556 6 10	1,398 5 7	3,091 13 1	280 7 2
1863	41,377 19 8	1,111 6 4	3,386 12 7	243 9 3
1864	42,936 7 11	1,479 2 0	4,350 9 5	820 10 2
1865	42,805 7 1	1,240 12 2	2,989 0 11	265 3 11
1866	45,053 0 9	1,127 15 10	4,053 15 9	383 7 3
1867	42,353 4 9	1,265 3 6	3,420 18 0	429 14 0
1868	42,673 3 3	1,430 0 1	4,822 2 2	719 3 9
1869	42,754 7 2	1,631 7 8	4,309 12 4	619 19 6
1870	43,122 13 4	1,648 0 7	5,130 6 5	436 13 0
1871	43,207 1 1	1,878 1 8	5,659 8 11	367 17 1
1872	43,375 6 9	1,867 6 2	6,859 12 11	326 13 7
1873	43,975 10 9	1,829 9 3	5,951 11 3	488 5 1
1874	44,345 1 3	2,173 5 0	8,403 7 0	439 4 6
1875	44,541 0 9	2,237 12 11	7,703 1 5	745 16 0
1876	44,851 11 10	1,596 18 8	8,825 11 11	1,293 3 3
1877	45,350 17 0	2,061 19 10	8,248 2 10	1,245 13 2
1878	45,835 11 0	1,623 13 11	8,862 6 4	1,206 18 5
1879	45,097 15 7	1,006 1 1	6,568 15 7	1,015 3 0
1880	46,381 3 11	986 15 8	7,474 18 0	1,318 1 0
1881	45,762 9 0	944 10 0	7,996 2 7	1,596 7 7
1882	46,218 17 2	1,173 6 6	6,741 11 5	1,052 18 4
1883	46,175 7 9	1,154 5 8	6,369 3 11	981 3 5
1884	45,980 10 7	1,334 10 9	5,974 4 3	1,425 16 7
1885	45,546 18 6	1,282 12 5	6,135 6 4	987 12 5
1886	45,034 15 11	1,330 14 4	5,647 11 2	940 5 0
1887	46,615 16 1	1,958 4 1	5,685 16 0	1,077 11 0
1888	45,410 15 4	1,018 2 3	9,057 1 8	1,362 6 8
1889	46,433 1 4	2,821 17 9	11,763 7 4	374 18 4
1890	45,882 17 7	3,540 6 10	12,078 1 11	512 8 7
1891	46,339 15 11	3,408 2 1	8,960 11 5	478 3 5
1892	44,982 10 6	3,515 6 11	11,509 19 6	589 1 8
1893	45,458 19 0	2,275 16 11	8,610 18 2	304 19 3
	1,425,454 5 4	54,173 14 5	216,731 2 6	24,328 15 4

Lord Kenyon—continued.

SUMMARY.

	£	s.	d.
Fencing, gates, wood, &c.	54,173	14	5
Building and repairs	216,731	2	6
Draining	24,328	15	4
Total for 32 years ending 1893	295,233	12	3

A total expenditure of 295,233*l.* 12*s.* 3*d.*, or an average of 9,260*l.* per annum, of which the annual details are appended.

In addition to this large sum there has been an expenditure during the same period of 103,713*l.* 13*s.* 6*d.* on buildings, and also repairs of cottages within the Park walls and other property at Ruabon and elsewhere, which, as it does not affect the tenant farmers, I do not propose further to allude to.

Of the above sum of 295,233*l.*, the present Sir Watkin and Lady Williams Wynn have spent during the six years ending 1893:—

	£	s.	d.
On farm buildings and repairs	61,980	0	0
On gates, fencing, woods, &c.	16,579	12	9
On draining	3,621	17	11
Or a total of	82,181	10	8
in addition to giving rebates amounting to	30,026	0	0
Total	112,207	10	8

or an average deduction from their rental of 18,700*l.* per annum, being 41 per cent. of that rental.

These figures show that building and repairs form the principal item of expenditure.

This work is entirely done by the landlord with the exception of haulage for repairs.

For new buildings, and repairs to those inaccessible places, the landlord pays the haulage, and for cottages he defrays the whole expense.

No interest is charged on new buildings or repairs to old ones, and compensation is granted to any outgoing tenant for haulage in carrying out repairs to buildings.

Occasionally a temporary shed or Dutch barn is erected by a tenant, the landlord finding materials.

Fencing is a very expensive item on the estate, especially the post and wire fencing on the Welsh hills, which has been a regular outlay for nearly 30 years, and is admitted to be the greatest boon on hill sheepwalks.

There is no record on this property of an outgoing tenant receiving anything for goodwill from the incoming tenant. This principal has never been recognised by the landlord or those acting for him, and no contract or custom exists giving to the outgoing tenant any right of goodwill. His dealings with the incoming tenant are governed by the contract of tenancy, and are confined to the taking over the crops,

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[Continued.]

Lord Kenyon—continued.

fodder, mountain sheep and lambs, under the customary valuation, as provided for in the respective agreements, and he leaves his farm on the same conditions as he entered.

The landlord pays compensation for every *bond fide* improvement carried out by the tenant, in accordance with the terms of the agreement.

This division of the mountain pasturage has produced among the hill farmers a vast improvement in good feeling, and has terminated many quarrels.

Hundreds of miles have been erected. The landlord has found the timber and quicks for repairs to existing fences, as well as for the construction of new ones, and the cost of it being home-grown is not charged in the expenditure figures.

In many cases he has supplied the wire gratis, and has frequently done the whole work without charging interest.

Compensation is given to all outgoing tenants for outlay by them in new fences, and the amount has been readily agreed upon.

On the English portion gates are supplied, fixed and kept in order by the landlord, but on the Welsh estates the gates and posts only are supplied to tenants, who do the fixing themselves.

Draining is dealt with on similar lines to fencing.

The custom on the property is to supply pipes gratis to any tenant who is willing to drain his land in a workmanlike manner.

Compensation on outgoing is provided for as in the case of fencing.

On the Wynnstay home estate a large portion was drained from 35 to 40 years ago, and interest upon the sum expended (at the rate of 5 per cent.) was then added to the rents, which the tenants continue to pay.

A portion not then drained has since been done, in most cases at the cost of the landlord, in others the landlord supplying pipes only, but no interest has been charged upon the outlay.

On the other estates the landlord has in many cases defrayed the whole cost where it was a necessary improvement, and to assist an industrious tenant.

We are passing through a period of agricultural depression, unexampled for its length and severity, and the losses sustained by farmers through bad seasons, low prices, high cost of labour, and the constantly increasing burden of taxation on land have so irritated and distressed them that some have been too easily persuaded they are the victims of defective legislation or of some cause which can be removed by legislation, and have been stimulated by events which have happened elsewhere, and by theories promulgated by parties more or less interested in keeping up agitation, with little thought or care how an alteration of the existing system will affect the farming interest generally.

If mutual co-operation and kindly feeling between landlord and tenant cannot succeed, it is not likely that legislation or compulsory

Lord Kenyon—continued.

enactment of *empiric* remedies will answer as against a system which has succeeded for centuries.

It has been alleged that the existence of large ownerships is injurious to the interest of the nation, and more especially to the tenant's interest. In my opinion, had it not been for the existence of a substantial number of large landowners, whose resources enabled them to give their tenants assistance and relief, which small proprietors or mortgagees could not afford to give, the state of things would have been far more disastrous than it is at the present time.

When there was great competition for land, and agriculture was in a flourishing condition, no doubt the landlord and tenant did not meet on equal terms, and the landlord had the upper hand; but the position has been reversed; the tenant is now the dictator of terms, and he knows very well how to make the best use of his opportunity, and this applies equally to the letting tenant and to the new in-comer.

I believe entirely in "freedom of contract," which will be destroyed if an owner of landed property be precluded from letting it, except upon terms prescribed by an Act of Parliament; and a manifest injustice would be done if a tenant who, under "freedom of contract," had entered into covenants, be relieved from those covenants by subsequent confiscatory legislative enactments.

This is not a political question, but a question in which all parties are equally interested.

Freedom of contract is the foundation and superstructure of all commercial transactions, and I see no reason why land should be an exception to the general rule, and I uphold it.

I uphold it from a sincere conviction that in the long run the injury and mischief that will ensue by limiting that freedom will be irremediable, and will more than neutralise any expected gain which can result from such a course.

It may be contended that land should be an exception, because it is in the interest of the State that land should be made to produce as much as possible, but if anything is calculated more than another to prevent the improvement and full utilisation of land, it is interference with freedom of contract.

At the present time there are plenty of sellers, but very few buyers of landed investments in Wales, owing to the uncertainty of the landlord's future position, and the possibility of confiscation; and capitalists who would otherwise bring fresh blood and wealth into the country will not come near. Where sales take place only the tenants buy, and his mortgagee then comes in, who will give no indulgence when the interest becomes due, consequently the land becomes more and more impoverished by the payment of a higher rent, in the shape of interest, than was previously paid to the landlord.

Nothing is calculated to discourage investments in land more than the knowledge that

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[Continued.]

Lord Kenyon—continued.

investors cannot acquire unrestricted ownership, but will be tied down and fettered by Acts of Parliament involving joint ownership with tenants.

The objects of a Welsh land court is doubtless to put the Welsh into the same position as the Irish tenants, and to create a joint ownership in the land by confiscating part of their landlords' capital.

I need not point out how distinctly and different and more advantageous are the surroundings and circumstances of agrarian land tenure in Wales, with its resident proprietary, the bulk of whose capital is sunk in the land, to those of Ireland with its absentee proprietary; and I maintain, from varied experience in England and Wales, that these factors are identical in every sense with those of England, and that no sound reason or cause has yet been shown to the Commission for disturbing or altering the relations of the great bulk of Welsh landowners with their tenants.

If a tenant making what he claims to call an improvement is to be at liberty to sell it and his other tenant right in the open market, it will amount practically to control of the rent by outsiders, and makes the tenant the arbiter of the farm; in other words, growing tenant right with free choice of successor to the other tenant, and diminishing rent with no right of selection of income to the landlord.

The succession of families will be destroyed, as the inducement to sell the tenant right to an outsider will be great; the friendly interest of the landlord in his tenants and their families will depart and become merely a question of £ s. d.; there will be no inducement for him to be a resident in the face of joint ownership; all inducements to spend money on or consolidate property will be taken away; and the system of small proprietorship with its attendant curse of mortgage and inexorable exaction of interest will take its place.

Industrious tenants want no change beyond compulsory compensation for their unexhausted improvements, as provided in the Agricultural Holdings Act, 1883, and in face of the recent legislation, imposing heavy death duties on property, I certainly think this is not a time to unsettle the relations of landlord and tenant in Wales by the establishment of a land court, which will bring about a change of no advantage to either party or to the country generally.

I maintain that it is possible and practicable to give the tenant absolute security for *bonâ fide* improvements of which he has not reaped the full benefit during his tenancy.

I would give full compensation to outgoing tenants for all real improvements, but I consider it impossible for any general Act of Parliament to be so framed as to apply to all cases and circumstances, or to lay down hard and fast rules which will give this security, having regard to the varying conditions under which tenants hold, the rent they pay, the terms upon which they entered, and other circumstances.

Lord Kenyon—continued.

Assuming that legislative interference is necessary (which I do not admit), all the necessities of the case can be met by giving the tenants more freedom in the cultivation of their land, a fair scale of compensation, and the compulsory enactment of the provisions of the Agricultural Holdings Act, 1883. It is a well considered measure, and even as a permissive Act has done great good, by showing many landlords what they ought to do.

The procedure clauses in it require simplifying, as I think these are principally the cause of the conspicuous failure of the Act in Wales.

There is no need for new machinery for tenant-right valuations. They are no novelty. Every tenant-farmer is acquainted with the appointment of valuers and the procedure incidental to the valuation of tenant right; but they are suspicious of the county court, of notices to be given within so many days, and of other technicalities; though I feel sure if the Act becomes compulsory they will soon take the full advantage of its provisions, and adopt its form of procedure.

I think the clause which deals with the question of compensation for "manures" requires considerable amending.

Firstly, the compensation should not be confined to "purchased stuff" only, but to all cake and corn consumed.

Secondly, I think a far more definite and clear account of the consumption should be absolutely forthcoming, and the tenant should be required to show what has been done by a granary book, regularly kept, before he can claim compensation.

The form I recommend and invariably use myself I venture to give a copy of here.

"Oats," 1894 (or other cereal).

Date.	Horses	Qrs.	Bhs.	Pks.	£	s.	d.
	Cattle	} per week.					
	Sheep						
	Pigs						

The mere production of "receipted bills" for "purchased stuffs" is most unsatisfactory. I have known cases where the corn grown on the land which was really required for the horses and stock sold and the same class of corn bought for use simply to obtain compensation. Unless a granary book is kept, such as I have described, the farmer can never arrive at the real corn return which he gets.

Then take a case where an outgoing tenant has some 15 or 20 beasts which he wishes to force out quickly. He buys, say, four or five tons of cake, and feeds them up, as I have known in some cases, to 12 or even 14 lbs. per day.

Is the landlord to be mulcted in one-third of this outlay, when, as far as he is concerned, one-half might just as well have been thrown direct on to the manure heap? It is a well-known fact that nothing creates a manurial

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[Continued.]

Lord Kenyon—continued.

value that does not assimilate itself to the constitution, and 7 lbs. is about the very utmost limit for full-sized beasts.

Upon reference to the R.A.S. Journal, 1892, a record will be found of a very carefully managed trial there described, and carried out at Woburn, which shows that beef can be produced at a less cost on a judicious mixture of beans, oats, and barley than on a foreign article—linseed cake. If so, why is a bonus, *i.e.*, one-third in the last year, plus one-sixth for that consumed in the year before on a *foreign* product, to stand as against one-sixth on the *home* product for one year only? The manurial value when beans and peas are used comes up very close to that, which is the result of feeding with linseed cake.

This is giving a bonus to a foreign product.

Then I would submit that if the tenant can claim for two years only, the landlord should not be empowered to claim for "waste" for the whole tenancy.

These matters require much consideration; it is hard to embrace the whole question by an Act.

Take the case of a farmer, where the tenant has farmed *well*, say, for 20 years, and used a fair amount of feeding stuffs. For some reason the tenancy comes abruptly to an end: beyond doubt, there is a very considerable residue for the landlord, which the two years under the Act cannot touch.

There is one matter incidental to the occupation of land in this country which, I am sorry to say, has led, and will, I fear, continue to lead, to dissatisfaction and disagreement. I refer to the question of game-preserving, where it degenerates into over-preservation, and both winged and ground game are kept to an injurious extent.

In these cases I have long felt that great injustice is done to the cultivator of the soil, and that, apart from the relations of landlord and tenant, it is most impolitic from an economic point of view.

To preserve game to an unreasonable extent by the spoliation of a tenant-farmer's property is, in my opinion, neither right, just, nor honest, and it is the unfair exercise of this reservation on the part of some landlords, who are little less than game dealers, that has helped so much to embitter the good feelings which formerly existed between landowner and tenant-farmer.

I believe that if a good understanding between the landlord and tenant is to be maintained, the rights of sporting must be reasonably exercised by the landlord, and in a legitimate way.

I have had a fairly wide experience of the character and conduct of tenant-farmers in Wales and elsewhere, and I can safely say that I never knew a tenant who would not most willingly preserve a moderate head of game on

Lord Kenyon—continued.

his land for the enjoyment of his landlord and friends.

It would, on the other hand, be extremely hard for a proprietor to be deprived of the right of sporting over his estate, in consequence of its being let as agricultural land, and it would undoubtedly foster the tendency to become an absentee if his enjoyment of the sporting rights to the full extent (provided he respects the interests of the rent-paying tenant) be taken away.

As an agriculturist, I am opposed to the undue preservation of game, as I have seen how frequently this source of dispute between land-owners and tenant-farmers has embittered what would otherwise have been amicable relations.

I have known properties where so much game has been kept that the farmers have been obliged to take up their root crops and stow them away before they were matured.

When proprietors are desirous of making game preserves of the woods around their mansions for battue shooting, &c., it should be their duty to keep the agricultural land immediately adjoining in their own hands, and not seek to get a rent for the land, and confiscate the crop it yields.

I know from experience that whether a crop is partially or totally destroyed by game, it is most difficult even for an expert to value just damages in such cases.

I quite approve of the provisions of the Ground Game Act, 1880, and consider that it has been a great boon to farmers.

The tenants on this property have availed themselves fully of their rights under this Act, wherever rabbits existed, or were a nuisance; and the exercise of their rights has never been discouraged in any way.

On the Welsh portions of the property rabbits are well nigh exterminated; on the English portion only has it been found necessary to employ regular rabbit-catchers, on account of the great extent of woodland, &c. in hand.

We have heard much during the sittings of this Commission as to the present state and the future of British agriculture, and some remedies suggested. Many very sound and practical hints given, and many exactly the reverse. And after all we must come back to the true standpoint, which must govern all things, "supply and demand," and a good knowledge with experience of your own business and profession, which alone will carry the individual through. I sincerely trust that the threshing out of so many points, and the publicity given to the same, will bring good results, and I, with every submission, beg to lay before the Commission the great importance of pointing out in the strongest possible manner the unfairness in the incidence of taxation. Let the agriculturist be placed upon the same footing in the race of life as his fellow subjects who have other walks in life.

At present, no matter what it is, the land is taxed first and heavily.

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[Continued.]

Lord Kenyon—continued.

Take this case, for instance:—A farm is rented at 500*l.*; the poor's rate, say, at 2*s.* in the *£*, would amount to 50*l.*, less 10 per cent., and the occupier of the land with very good management, after his rent, rates, taxes, cake, manure, seeds, and wages, &c. are paid, may have left 300*l.* to pay expenses of himself and family, and interest of capital.

Then take a manufacturer, merchant, tradesman, or capitalist occupying a house, or it may be a factory or shop, the rateable value of which is 100*l.* per annum, and the poor's rate would be 10*l.*; their incomes are generally double and treble that of the farmer.

All roads and highways are public property, free alike to all, rich and poor, and should be maintained wholly by Government out of the Imperial Exchequer, then every man would pay his share.

I cannot help thinking that grants should be forthcoming from the same source to take the place of the rates which are now collected for the support of schools, so that personal property may bear its share of the expenditure which is wanted for national purposes.

There are in many parts of the country considerable areas of land around towns, called boroughs generally, where occupiers of land are called upon to pay all the rates in the same way as those who reside actually in the town, for sanitary work, lighting, &c. while they derive no benefit therefrom; there are continual complaints on this score.

Legislation is certainly required to rectify this.

Adjourned for a short time.

Lord Kenyon.

70,031. Your evidence has been so very complete that I feel any questions I may have to put to you are already answered in the evidence, so that I shall not trouble you very much myself. There are, however, two or three questions I should like to ask. You say: "Although the decreasing price of cereals has not injuriously affected the Welsh portion of this estate so much in a direct manner, it has done so very considerably by its effect on the sale of cattle in the English counties." I presume you mean there is more demand for Welsh cattle owing to the increase of grass in England?—Yes; the demand for Welsh cattle has been continuously good until especially last year, when really there was no quotable price. But since then the demand for cattle has been good.

70,032. Therefore the increase of green growing crops in England has caused the demand?—Yes, kept it up.

70,033. You say you would give a tenant every compensation?—Certainly.

70,034. Do you mean that at the expiration of his tenancy you would give him whatever might be the increased capitalized value of the land consequent upon his improvements?—I would. You allude then to what we call the residue?

Lord Kenyon—continued.

70,035. Yes?—There have been several questions asked about it during the Commission, and more especially by Mr. Richard Jones, I think.

70,036. You think that should be arrived at by valuation?—Yes, I do; by a valuation properly done.

70,037. Then your opinion of a Land Court, as I gather from your evidence, is not very favourable. What would you consider in the case of a bad landlord, screwing down his tenants, would be the best means of meeting such a case?—I, myself, am quite prepared to see the Agricultural Holdings Act for England and Wales so extended that it would cover all that as far as possible. We all know how hard it is to meet the question, but, as far as possible, I should like to see the powers of that Act extended, so that the tenant would always feel safe.

70,038. You would not allow any court to interfere with the fixing of rents?—Certainly not.

70,039. With regard to what we have heard so much of, the tenants desiring security of tenure, do you think any legislation is required under that head?—No, I think not. A good tenant is always safe, without the law, if he is on a fair rent.

70,040. You think in all common sense a landlord is anxious to keep a good tenant on his farm?—Most certainly; he will never part with a tenant if he can help it.

Mr. Brynmor Jones.

70,041. Your evidence, if you will allow me to say so, is so complete that almost every point upon which I should have asked you questions has been anticipated by you, and as I know you have given a considered opinion I could hardly hope to suggest considerations which would alter your views. There is, however, one point as to which I should like to ask your opinion. You say: "All roads and highways are public property, free alike to all, rich and poor, and should be maintained wholly by Government out of the Imperial Exchequer, then every man would pay his share." Do you think every man would then pay his just share?—So far as we could get at it, I do think so.

70,042. In the part of the country which of late years I have known best, even as it is, great complaints are made that timber hauliers, for instance, do not pay their share?—When there has been excessive timber carriage it is usual to put that before the seller, and if it is a large thing, I have generally found him come forward to pay for any ordinary timber carriage. Of course the man who sells the timber is a ratepayer. It is often met by a man who has sold a lot of timber—he supplements the rate.

70,043. I am a ratepayer in Gloucestershire, and not very far from me there is a very large timber cutting business carried on. The gentleman who carries that on buys timber all over the county, and very often when driving along the road I find the whole road encumbered by the timber being conveyed to this gentleman's

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[Continued.]

Mr. Brynmor Jones—continued.

yard. It has often occurred to my mind that while under the turnpike system he would have been compelled to pay a fair amount towards the repair of the road, by the charges made for the tolls, yet now he only pays in exactly the same proportion that I do, and probably—I do not know, but I expect—I am rated at a higher rate than he is. That strikes me as an inequality?—I do not see how we can get at that unless the man gives a voluntary donation.

70,044. I do not see how the proposition that the highway should be maintained wholly by Government would tend to remove the inequality in any way?—I do not think it would in the case of a large timber merchant.

70,045. Then let me put it broadly. Suppose I live in this town of Machynlleth, and that I keep a dog-cart or a four-wheeled carriage, simply for my own conveyance, not carrying on any business at all, and not being the owner of a large estate, and not being a farmer—it is perfectly obvious that I do much less damage to the road than a big estate does, or than the tenant-farmers in the neighbourhood do?—Yes, you would do very little by just driving a carriage.

70,046. According to your proposition, I should be contributing in proportion to my income tax, or in proportion to any other imperial taxation which has been levied upon the same basis as everybody else, although I do less damage to the road?—Yes, you would, certainly. It is a very difficult question; but, still, we want to bring in more contributors. Now it falls so very much on the ordinary ratepayer. All those rates are undefined. Really, it is a heavy tax on the farmer.

70,047. With regard to the Agricultural Holdings Act, 1883; do you agree with the evidence which was given by Mr. Woosnam as to the notices? I put this point to him, whether the absolute requirement is a condition precedent to a claim under the Act by the tenant that he should give two months' notice. Do you think it is necessary to make that an absolute condition for the obtaining of compensation?—I do not think there is any objection to the two months' notice.

70,048. The point is this. I do not say two months is too long, if you can get it; but suppose the tenant blunders, and he only gives seven weeks, he has lost all right?—A good landlord who has any respect for his character and name would not tie a tenant up; he would give the tenant a fair chance. I have often told a man of that myself; I have put them under the Act, although they have never given any notice at all. If you have a good name to lose, you would not do it.

70,049. Well, I recollect a case in which it was insisted upon by a solicitor. Of course, when solicitors are retained they do the best they can for their clients, and they very rarely waive anything?—Of course not. If a man has made a mistake, it would be very hard upon him.

Mr. Brynmor Jones—continued.

70,050. And very hard for the landlord, who might forget to give notice within the 14 days?—Quite so.

70,051. Do you see any harm in entrusting to the county court judge the power to waive it if necessary?—If driven to it, I would certainly go to the court.

70,052. Would you object to the court having power to say that if the tenant has omitted to do it, the court, in its discretion, will relieve him upon terms?—I would not object to that for a moment.

70,053. Have you considered the schedules under the Agricultural Holdings Act?—Yes, I have generally considered them.

70,054. Do you think any of the matters mentioned in the first part of the first schedule might be put into the second schedule with drainage?—The point about drainage is this—to be worth anything the drainage requires very strict supervision. It must come under the landlord. If the tenant is to do as he likes, the pipes may be put in anyhow, and I believe that is why it is here in this schedule. Unless it is properly done, it is very useless: you must have proper supervision.

70,055. According as the law now stands, a tenant may do drainage upon giving notice to the landlord?—Then the landlord would be very weak if he did not have it inspected. I think the landlord must take that responsibility upon himself.

70,056. As I understand the present Act, if I am your tenant, and intend to drain, all I have to do is to give notice to the landlord that I intend to do it?—Certainly.

70,057. Upon giving the notice to the landlord that I intend to drain, and I drain, and my tenancy comes to an end, that is a matter in respect of which I can claim compensation?—Yes, but the landlord must take care of himself.

70,058. Do you object to any of these things now put in Part I.—that is to say, improvements in respect of which not only notice to the landlord, but the consent of the landlord is required—coming into Part II.?—In all those cases it depends upon the place; whether the thing is suitable and wanted. It just depends upon whether the place requires so much, and whether it is suited for one thing and another.

70,059. This may be called a scheme. If a man likes to do drainage that is no improvement at all, he gets no compensation from the valuer. It is a question rather of method than of amount of compensation. Would you object to this, for instance—that the tenant might have a right to compensation in respect to fencing as to the making of which he has given notice to the landlord?—Of course, if a tenant has made a good fence, which is necessary, he ought to be paid for it—most certainly.

70,060. The planting of orchards, for instance?—That depends upon the district again. In some districts you cannot let a farm without a good orchard. Then you go to another district, and they think it a bore. In South Shropshire,

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for instance, you cannot let a farm unless you have a good orchard.

70,061. You think the consent of the landlord ought to be required to a thing of that kind?—Certainly I do. You must recollect, for instance, the climate. What is the use of an orchard if the climate is not good for fruit growing?

70,062. If that is so, and the orchard is no improvement to the farm, the tenant would get no compensation?—And no profit as he went along.

70,063. How about permanent pasture. Is that a thing which the tenant should have a right to do without notice?—I think, in that case, the landlord ought to be consulted, because you must satisfy yourself that the land is suitable for laying down. It is a most expensive process. There is no such expensive process as laying down land to permanent pasture. Some men think they have done when the seeds have been put in; but when they have been down about three years, then your very work begins. You must continually feed that land, or else your seeds are worth nothing. I have always looked upon the laying down of permanent pasture as a landlord's question. It ought really to be so.

70,064. How about the erection and enlargement of buildings?—A man cannot go on without proper buildings; he certainly ought to be compensated if they are not good. If the farmer has not buildings he cannot go on.

70,065. And the formation of silos?—Well, that is pretty well exploded. It is not much good; it has been proved that the labour and the cartage of green stuff is too much. It was a flash for the time. Silos do not answer. I have heard men complain; you have your whole staff of carts and everything to carry the green stuff in, and you make no impression in a day; and it is now really a thing almost of the past.

70,066. In the part of your evidence dealing with the Act you say that the consideration of the manuring for two years is hardly sufficient to protect the tenant. You say this: "Take the case of a farmer, where the tenant has farmed well, say, for twenty years, and used a fair amount of feeding stuffs; for some means the tenancy comes abruptly to an end—beyond doubt there is a very considerable residue for the landlord, which the two years under the Act cannot touch"?—I am very strong upon that point.

70,067. You rather agree with those who have drafted the Bill which we have referred to as Mr. Channing's Bill, that you would allow something for generally good farming over a series of years?—Yes, certainly. I only looked at that Bill for a few minutes one day; but if a man has done his duty, and treated the land generously, there is no question about it, if he is called off, he leaves a lot behind him.

70,068. You have some evidence with regard to the manors, have you not?—Yes, it was understood by Lord Carrington that it was to be treated as a different subject; and I propose to bring that forward afterwards, when we shall

Mr. Brynmor Jones—continued.

have those who attend to it ready to answer any questions you require.

70,069. Do you wish to bring that forward to-day?—I am in your hands.

70,070. There are one or two matters I have received some information about since I have been in this town, as to which I think it is expedient to ask you a few questions. I understand, but I do not know the circumstances at all, that shortly before the recent legislation about highways, the inhabitants of Machynlleth and the neighbourhood did subscribe a sum of between 200*l.* and 300*l.* for pulling down certain turnpikes.—Do you remember anything about that?—With your permission, Mr. Smith, the resident agent, will be able to answer anything about that.

70,071. Then another matter that has been brought to my notice is an encroachment by a person named John Owen; at first he seems to have paid no rent, and when the person had been there for some time, Sir Watkin, it is alleged, offered that for sale, and Mr. Gillart, the agent of the Machynlleth Plas estate was appointed arbitrator. The man took some money from the farms he had to pay for it; the price was 70*l.* The man died, and his family have sold the farm to a Mr. Humphrey Jones, but Mr. Jones has sent to the Wynnstay agent, Mr. Smith, to ask about the title, and has received no sufficient guarantee as to his title, and is now doubtful whether he ought to build upon it. Do you know anything of that case?—No, I do not; but Mr. Smith is quite ready to give any information. That will come under manors, I think.

70,072. I will ask Mr. Smith about that, and that is all I propose to ask you, as you have been examined at such great length?—Thank you.

Mr. Griffiths.

70,073. What cattle would you term Welsh cattle? Do you consider the native black cattle of the country Welsh cattle?—They are really, but the Hereford cattle are very much brought into this district.

70,074. Then you refer to the Hereford cattle as well?—They bring the Hereford bulls here very much. In Merionethshire, of course, they stick to the black cattle entirely; but about here you will find that there is a great deal of the Hereford blood introduced.

70,075. Is the demand which you say there is in England for the Hereford or the black cattle, or the cross?—Both. The men go to different fairs, and they know what they will find in those fairs.

70,076. I see you say in your statement that the demand for farms on this property has not diminished to any extent. Do you consider the prospects for the future are equal to the past?—I think that is a very broad question. We have to live for the day—day by day. I think he would be a very bold man who prophesied for the future.

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[Continued.]

Mr. Griffiths—continued.

70,077. With regard to the parishes showing a marked decrease in population, are they in the mountainous districts?—Dylife is a most mountainous and bleak place. In the late Sir Watkin's time it was a most uncommonly good thing, but now it is a miserable sight to see.

70,078. Has it not arisen from the low price of corn in the present as compared with what it was in the past?—No, lead is so low. That is the point; you could not produce it.

70,079. I noticed in coming along a good deal of land, which has been cultivated in the past, is not at present cultivated?—They may have found some parts which did not answer to cultivate, and they may have let them go back. I think, taking this district as a whole, when you consider all the disadvantages, there are great marks of industry to be observed as you drive along.

70,080. Would the price of corn have anything to do with that?—Of course they do not grow so much, but they must grow it, or where is the rotation to be?

70,081. On the subject of corn. Are you of the same opinion as the gentleman who gave his evidence yesterday or the day before? He said that wheat could be grown at a profit?—I do not think that it is all grown for a profit now. It comes as an essential.

70,082. It is grown chiefly for feeding purposes?—Yes, just so.

70,083. With regard to the valuation of sheep upon these farms; would you not think that it would be proper that it should be compulsory?—Practically it is. It must be some extraordinary quarrel which would prevent it. You must keep the sheep on the farm.

70,084. But it should be distinctly marked in the agreement?—I should certainly do it myself if I could not let the farm.

70,085. Then why should you make a difference between the English portion of the estate and the Welsh portion with regard to the gates?—Well, it has been the custom.

70,086. Then I see that you say the tenant is now the dictator of terms. How do you explain that?—I think there is no doubt about it that, when everything went well, the landlords often got more than they ought to have got. There is no doubt about it. We all know that land went to a fabulous price. We are suffering at the present day as much as anything from the absurd value to which land rose. People cannot realise that land went above its value, and up to 1876 you could get any price for land, but now you know you cannot, you must get it at a fair value. There is no question about it that land was let too high.

70,087. If the farms were more numerous than the tenants I could understand that, but it is the reverse?—Well, no sensible man will try to get more than the land is worth. If he does, what income can the landlord calculate upon? That is the right way to look at it.

70,088. Do you think an ordinary tenant farmer within the last two years could have

Mr. Griffiths—continued.

made a profit upon his farm?—You see, one man will do where another man will starve.

70,089. Take the average of the farmers in this country?—We cannot shut our eyes to it, that they have had a very hard battle. There is no question about it.

Mr. Richard Jones.

70,090. Kindly refer to section 6, sub-section D, of the Agricultural Holdings Act: "Nothing in this section shall enable a landlord to obtain under this Act compensation in respect of waste by the tenant or of breach by the tenant committed or permitted in relation to a matter of husbandry more than four years before the determination of the tenancy." I suppose, in your agreement, you have clauses respecting cropping?—We have, to some extent, but we do not enforce those things. All good farming is based upon alternate husbandry, and, of course, in all cases you may make very safe deviations and be all right. But that is the real principle to stick to, alternate husbandry.

70,091. Suppose you find a farm well cultivated, you would not make cross-cropping the basis of a claim?—No. Say, for instance, if the farm is very highly farmed, you will not grow a good sample of barley after the fallow crop. There you ought to get your saleable malting sample of barley grown after wheat if it is well done.

70,092. Do you think it is necessary to have four years. Is it not rather a long period to go back to make a claim for compensation for deterioration?—It is, certainly; I think so.

70,093. Do you think two years would be satisfactory to the landlord?—No.

70,094. Remember, the landlord always has his remedy?—I have said in my evidence that I think the period should be made more in favour of the tenant.

70,095. You would have no objection to two years instead of four years?—No.

70,096. In cases of valuation how do you interpret item 23, part 3, of Schedule 1? "The consumption on the holding by cattle, sheep, or pigs, of cake or other food-stuff not produced on the holding." Do you include horses in "cattle"?—Well, I think they ought to be included, because it is very hard to discriminate exactly. I have said in my evidence that I think all should be paid for.

70,097. I had not noticed that. I notice you include corn that is produced on the holding?—Yes.

70,098. You would interpret this item so as to include horses?—I would; I put all.

70,099. How would you arrive at the capitalized value of the improvement by a tenant of his farm?—Of course the first thing to arrive at is to satisfy yourself as to the inherent qualities of the land. That is the first step. You must be perfectly clear on that point. Then there are three heads, the inherent qualities, the landlord's improvements, and the tenant's improvements. You must have those clearly, if not on paper, in

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your own mind, before you can get at what you want to get at. Those are the three points.

70,100. Do you think it is necessary, in order to make a valuation, that every farm should be scheduled upon entrance?—Well, to make the thing perfect it ought to be, but I do not know when we shall arrive at that. The idea is right, no doubt. I am afraid none of us will live long enough to get to that perfection, but undoubtedly it is right.

70,101. You think it is impossible to work it out?—I think so.

70,102. Would you approve it?—The principle is right beyond doubt.

70,103. You have mentioned a very large holding in Llangwrig called Cefnybrwyn?—I put that in as an example. It is a curious case, but the facts are here. I may mention that the altitude above the sea level is from 1,800 to 2,000 feet.

70,104. The value of that farm according to 20 years' purchase would be 2,500*l.*, would it not?—I have not worked it out; if you have made a calculation I will take it from you.

70,105. Have you thought of the amount of capital that a tenant would have to invest in order to stock that farm?—Oh, very much so. I confess when I let Cedig last year, I was anxious about it, but it has turned out right. A man came and he wanted to go back to his own home, the man who was there before having left, because of getting nearer the schools for his children. The man who took it was delighted about it, and was anxious to have it. You see what stock he took over when he took Cedig.

70,106. If you work it out at 1*l.* a head for the sheep, and 10*l.* a head for the cattle, he would require a capital of 5,600*l.*?—Probably that man is worth most of it.

70,107. And the interest on the capital, provided he had only the same amount of interest as the landlord had, would be 240*l.*, so that really at 2½ per cent. the tenant is entitled to 240*l.* without talking about the labour on the farm?—That place affords a home to two families.

70,108. Are they consolidated?—No, it is a joint affair.

70,109. So that there is a tenant's side to it as well as a landlord's?—Oh, certainly.

Mr. Grove.

70,110. You speak of the total number of farm-houses as being 1,773?—Yes.

70,111. In your total it shows 914?—Yes, that is the number of families. That means 1,773 roofs for us to repair. That was why it was put in.

70,112. So that the 914 is a summary?—Yes.

70,113. You say, "On the Wynnstay estate " there is comparatively little continuity of " tenancy to record, as there is but one instance " of a family having occupied a farm for more " than 100 years." Is there any special reason

Mr. Grove—continued.

why that has happened to be so?—No, I cannot give any reason at all for it, only in this country it is the other way. I have no other reason to give.

70,114. Then you speak of the decrease in population. I suppose that applies purely to agricultural districts. I suppose you have heard what has been stated to us, that there is a steady decrease in population in purely agricultural districts?—There is no doubt about it.

70,115. With reference to the cottages. You seem to speak of a very small monetary return?—Certainly; but they are a necessity to the farmers. Every farmer must have cottages by rights for his men.

70,116. The monetary return is purely interest on money?—The direct monetary return is nil.

70,117. It is not what would be present in your mind; as enabling the estate to have as much labour on it as it would fairly carry?—Quite so.

70,118. Then you say that there has been a rapid increase in rates and taxes; have they increased largely lately?—Whether they have increased so much depends upon whether there is an industry going on, which bears a good share. I think that answers the question. Look at Ruabon, and all the brickworks now; there the rates are down.

70,119. And the stoppage of the mines?—Yes—the reverse.

70,120. In this district it would decrease the rateable value, and therefore put the rates up?—Yes it has been a great blow to this Llanbryn-mair estate.

70,121. You think it is more a decrease of the rateable value than an increase of expenditure within the union?—Yes, I do. I think they do everything they can to keep it down; but there are so many things to be met.

70,122. Then you instance a good many sub-lettings. They would be with your consent?—No, these gentlemen are freeholders of other properties away, and they prefer to stick to us. I have enumerated them in the several estates and given their properties. They are large owners of land; they are considerable owners.

70,123. So that you give it as an instance where men have bought their own farms or inherited them, and where, in preference to working the farms themselves, they would prefer to let them to other people?—Quite so.

70,124. It has been stated to us, over and over again, that if a man owns his own farm that he is likely to make the land more productive; there is some encouragement to make the very best of the land. Now what would be your view on that point?—Well, I think the weight of the evidence throughout is against that.

70,125. You think so?—I do.

70,126. What would be your view about it? Have you any typical case in your mind where the man owning his own farm and paying close attention to it, is making as much or more of the land than his neighbour who does not own

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Mr. Grove—continued.

his own farm?—I do not think I am able to answer that question, because everything depends so much on the man himself, his knowledge of his business, and his industry, and the different things which all depend upon that. I do not think I am able to answer it further.

70,127. All other things being equal, is it not natural to suppose that the man who owns his own would develop more and throw more labour and put what available capital he has into it with more encouragement than the man who does not?—He certainly ought to, if he does not want to rest on his oars.

70,128. Then you say you have expended 41 per cent. on repairs of various kinds. That is a very large amount. Is that any proof of the assumption that the property was in bad condition when bought, and wanted a good deal more expended upon it?—Well, we took the estate for better for worse. We have done our best with it during the present Sir Watkins' time. He inherited it, and we took it for better for worse; and I do not wish to give any opinion about the past.

70,129. You have given us your opinion on the question of tenant-right, and the question, generally speaking, of a land court. Is it not possible that in the majority of cases if there was a land court, without making it compulsory, that most of the landlords would settle the rents with their tenants, and the conditions, without going to a land court?—Well, they might. A good landlord would carry on I suppose. He would not have the same interest; but still what ought to rule a man would be that he would rise superior to any court in his treatment of his tenants. That is the way in which I look at it; still we do not want that hanging over us—that we are told to do it. We are rather too jealous of our rights.

70,130. Why should the relations of landlord and tenant be altered if they do not go to the land court?—I think it is keeping up that very good feeling, both independent, that works our system.

70,131. I put it to you in this way again: If it is not compulsory to go to the land court, but purely voluntary, and nine-tenths of the landlords are, as we have had in evidence (and we are very glad to see it), in sympathy with their tenants, would they not be able to fix the rents without going to the land court at all, and if they did that, why should the relations become strained between the tenant and the landlord or the agent?—It would be hanging over them.

70,132. It would be hanging over somebody, but not over them. It is not like a sword suspended in the air. It has occurred to my mind that it would be possible to have a voluntary system, so that it need not come into operation in some cases?—If the Agricultural Holdings Act was extended for England and Wales there would be a court of appeal then.

Professor Rhys.

70,133. I do not think you have touched upon that?—Practically it would be an appeal if the powers of the Agricultural Holdings Act were extended.

70,134. You say, "The object of a Welsh land court is doubtless to put the Welsh into the same position as the Irish tenants, and to create a joint ownership in the land by confiscating part of their landlord's capital." Now, you have watched the evidence very carefully. Have we had much advocating that, do you think?—Well, it is what took place in Ireland that started the idea here, and of course certain agitators and so on must keep going, and they borrowed the idea from Ireland.

70,135. But are you impressed with the idea that there is much advocating of tenant right in the evidence we have heard?—You have had some very good witnesses before you, and they have told you exactly what it is they want. Of course, there are some men who are not doing well and who have been hit hard, and so on, and that idea has been put into their heads, and they cry out "land court." It has been put into their heads by the force of circumstances. You have heard that we have undoubtedly had some very bad seasons, and naturally men turn and look for something, and there are always people about ready to put ideas into their heads; instead of cheering up and helping fellows and trying to pull them out of the mud, they put these ideas into their heads.

70,136. But what I am rather impressed with is that the advocacy of tenant-right is not so much what we have heard?—Not among the strong men.

70,137. Not so much as the advocacy of full compensation?—Yes.

70,138. I rather think that that is what we have had from the majority of witnesses; there are some exceptions no doubt?—I submit that we have brought very strong evidence—men who are gaining their livelihoods by farming—to say that they do not want a land court. I think we have produced some very good witnesses, honest men, who have protested against it.

70,139. I do not know exactly that that statement of yours is quite based on the opinions of the country generally, that tenant-right in that sense is what they want. I think it is compensation that we have heard so much more about?—Yes. Of course, every side has its arguments. Those ideas are promulgated undoubtedly in the country for certain purposes, I do not want to go into them, but they are promulgated with a certain idea.

70,140. But I am impressed with the idea that this is not so much the current of opinion just now. It is not so much tenant-right in the Irish sense as full compensation for improvements?—Yes, that has come out very strongly.

70,141. The wish for compensation?—Yes, very strongly.

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[Continued.]

Professor Rhys—continued.

70,142. And that is what you yourself advocate?—I do. I have said so most strongly.

70,143. I only wanted to call your attention to that point. I think you put it rather too strongly in favour of direct tenant-right in your evidence.

Mr. Brynmor Jones.

70,144. May I be permitted to point out to Professor Rhys that while it is perfectly accurate to say that very few witnesses have advocated the right of free sale of the tenant's interest, most of those who have come forward to advocate full compensation have also asked for security of tenure by means of a Bill which would give them the right to remain in their holdings without fear of a notice to quit for a certain number of years, provided they comply with certain conditions, in other words, witnesses have advocated fair rent and fixity of tenure, but not so much free sale.

Professor Rhys.

70,145. That is what I wanted to make clear. I did not understand you, Colonel Hughes, to be referring to free sale in the Irish sense when you mentioned tenant-right?—Certainly not; I was against that.

70,146. You were referring to free sale chiefly in the words I quoted to you just now?—Yes. We do not at all admit free sale in that sense. We do not at all hold with it.

70,147. Then I will leave that point. Now, with regard to the game question you say, "I know from experience that whether a crop is partially or totally destroyed by game, it is most difficult even for an expert to value just 'damages in such cases'?"—Yes, that is perfectly true. Even the best men hate valuing it; you cannot arrive at it properly.

70,148. That is borne out very much by all the evidence we have heard. Then you speak of some landlords who are little less than game dealers themselves?—Game preserving has been carried in some cases to an unconscionable extent; there is no doubt about it, one cannot defend it.

70,149. And you say with regard to the farmers that they are not such inveterate poachers as they have sometimes been represented; that they would not kill all the game?—Oh, no. With a respectable man and a good tenant I have never had any difficulty. They always like their landlords to shoot the game. In my experience I have never found any fellow kick; he is always, if it is done moderately, only too glad to have his landlord come; there is the very best of feeling among them.

70,150. You have given us a very excellent account of the state of the case, but I do not think you have suggested any remedy. This difficulty about the game is one that is constantly cropping up, but you have not suggested any remedy?—No, I have not suggested any.

70,151. As a practical man have you nothing to suggest?—No, I have nothing now to suggest.

Professor Rhys—continued.

I have not anything more to say on that point to-day.

70,152. You have given, I think, a most excellent and impartial account of the state of the case, but you have suggested no remedy?—I am not prepared to-day to go into that.

Lord Kenyon.

70,153. Do you trust to the influence of public opinion on these persons?—Yes, there is a very strong feeling about it.

Mr. Brynmor Jones.

70,154. The evidence on that head is that there is very great over-preservation of game in Wales?—In some parts there is, and no doubt tenants do not like shooting tenants as a rule. There is a strong feeling about it.

Professor Rhys.

70,155. Have you any suggestion to make about it?—No, I am not prepared to-day. I have given you an account of the state of things, but I am not prepared to-day to go further.

70,156. I should be right in taking it that you would prefer the landlords to shoot themselves rather than let to shooting tenants?—Most certainly.

70,157. But you would not like to go the length of saying that such a bargain should be made illegal?—No, I would not go to that length.

70,158. With regard to mountain sheep-walks, you have no doubt noticed that we have heard a good deal about quarrelling between the sheep farmers on account of their being undefined and having no fencing, and so on. I see you have spent a good deal of money on the making of fences?—Yes, so that each man may know his proper rights.

70,159. That prevents the quarrelling that has been usual, and gives the sheep a better chance of prospering too, does it not?—Yes, because if there are two or three together on one mountain side, one says the other is overstocked, and so on; whereas, if their rights are defined, there is not that to be said.

70,160. Now you take Cefnybrwyn and Steddfa Fach, on the side of Plynlimmon, as instances of the minimum agricultural value of hill farms. I know the places very well. Formerly I remember that Cefnybrwyn used to be looked after by a shepherd in the pay of a farmer living in the lowlands on the Cardiganshire side, what they call a *llest*; is that going on still?—One man lives the other side.

70,161. Yes, on the Cardiganshire side?—No. One man lives as you go up to Dolify from Llanbrynmair.

70,162. Formerly the farmer lived near Aberystwyth and held what was called a *llest* in the mountains. One can well understand any man who lived up there wishing to move away to have his children educated, and to be nearer a school. The last time I was through that

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country I noticed that Hirgoed and Pontrhydgaled did not seem to have the fields kept as they used to be for hay and things of that sort; the whole place was left as an open run for sheep?—I think men get tired of cultivating, and so on; they trust to the sheep, without any harvesting; it breaks their hearts.

70,163. That is, as you know, accessible by an excellent road?—Yes, but still you soon get off the road.

70,164. And the name "Hirgoed" suggests "long trees." Do you think that that part could not be planted with advantage again?—There might be spots where it could be done, I cannot say more.

70,165. You say you are friendly to the creation and existence of a fair proportion of small holdings?—Certainly. A man is very shortsighted who does not keep them going, because the safety of an estate consists in the mixture of different sized tenancies; you must never let the small ones go.

70,166. Do you think it is desirable to encourage the labourers to save and creep upwards and become themselves small farmers?—Certainly, if you can do so.

70,167. And you have known cases of that kind?—I have.

70,168. I suppose you would say, as a matter of fact, that you have a very large number of small holdings?—Yes, a great many; but, on the other hand, if you go by some gardens you will see that they are utterly neglected. Some men, if you give them small holdings, will not attend to them. It all depends on the man.

70,169. I see that the number of tenants who hold small holdings on your different estates up to 50 acres comes altogether to over 500?—Oh, yes, we have a great many. You see, the land in so many instances is worth so little per acre.

70,170. So that, in a sense, you had been carrying out the policy of the Small Holdings Act, 1892, before it came into existence?—Yes.

70,171. Would you like to carry that out further on the estate?—There is no question that it strengthens the estate.

70,172. Now with regard to the accommodation for farmers and labourers. I suppose, as a matter of fact, the buildings have been improving of late years very much?—Great strides have been made in that direction.

70,173. We have been asking questions about reading rooms in the small villages, and so on, in the country. What have you to say about that?—As we get on we hope to do more in that way. Of course it is a very uphill thing, but it certainly ought to be encouraged in every way where you have the opportunity, and can get up meetings, and keep in touch with the people.

70,174. How far is that done? Have you any instances present to your mind where anything

Professor Rhys—continued.

has been done?—I cannot, at this moment, think of anything specially. Ours is such a wide district, and the population in many of the villages is so very very small, we have not a fair chance; it is so very very small and scattered; that is terribly against us.

70,175. On the Wynnstay estate I suppose you would have more opportunities?—Oh, yes; there are all facilities about there. All that is a very populous district.

70,176. Then with regard to the farmhouses, I have been asking questions about the sleeping accommodation for farm servants; you know the sort of questions I have been asking; have you anything to say on that point?—I think that all men realize the great necessity of paying attention to that, and as we go on we are trying to improve the sleeping accommodation. There is a great deal to be done in that direction undoubtedly, and it is no use blinking the question, but we are getting on. I think that all right-thinking men feel strongly on the point, and they are getting on as quickly as their estates will bear and their cash will allow.

70,177. You mean in point of accommodation?—Yes, and the proper number of bed rooms. It is a most anxious thing to see to.

70,178. I think you are a magistrate, and you probably would be able to tell us whether there is any very conspicuous difference in the statistics of immorality on these various estates?—Certainly, I think there is an improvement in morality, certainly an improvement.

70,179. I will not ask you to specify which is the worst and which is the best; that would be invidious. There is one thing of a more general nature in one sense, and more particular in another, which I should like to ask you, and that is, in the management of such vast estates as these, how far does it come within your province to suggest improvements—I mean going beyond the separate holdings, improvements affecting a whole neighbourhood—how far you and the representatives of adjoining estates would be prepared to do things of that kind, say, in the matter of the light railways we have heard of?—We should be only too glad to try our best, but on Sir Watkins' estate now we are fully occupied, we are at full strain in our work to do what he wishes to be done; but there is no question about this. You are right that light railways and every facility to open up the country are much to be desired if we could only see our way to get them.

70,180. Is there any special part of your estates where you have thought that a light railway would be useful?—Oh, yes, a great many, but we do not see our way at present. It is not practicable at present.

70,181. We have asked the question of some local men, but probably you would have taken a larger survey of the necessities of the country?—It is a question of the necessities of the district, but it makes you tremble to think what it would be, you cannot face it.

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Professor Rhys—continued.

70,182. The expense, you mean?—Yes, with the places we have, some fearful places. That district of Nantyreira which came before you on Tuesday, carrying you on from Llanbryn-mair to Llanerfyl, where we were the other day—it is a fearful district. I should like you to go over it, and you will see what the difficulties are that would have to be surmounted.

70,183. But I do not think it would be the first time it has been done. I have an idea that there has been a Roman road that way somewhere. If you had some kind of Imperial assistance could it not be done?—We should be very thankful, we would then make great efforts. At some of these places you cannot get the men to go up there and work, and then the mere carriage of lime, and slates, and timber—it is laborious beyond anything.

70,184. I have gone rather into the province of my colleague, Mr. Grove, now. That is not exactly what I was going to call your attention to, but how far you, for instance, as the agent of these Wynnstay estates, and we will say whoever manages the large estate here of Lady Londonderry and other large proprietors, meet together or can consult together for the interests of the district that would be chiefly represented by you as large proprietors. I will give you an instance. From here to Aberangell, about 12 miles, there is not a bridge to cross the river. I believe there are not more than about four landowners as the riparian owners here. I wanted, yesterday, to get across at Cemmaes Road. Even the bridge there, which is a foot-bridge, has been allowed to get out of repair. How far would you and the representatives of these other great landowners in this district, and, let us say, the County Council — ?—I was just going to suggest the County Council, but they must take the lead.

70,185-6. But without being formal, you might suggest it to the County Council, and I should imagine that any suggestion from you as to the way in which you looked at it would have a great deal to do with what they would be prepared to do. In the first place, suppose they wished, to build a bridge, they would want to get access, and that would become a question of land at once?—Sir Watkin has never been an impediment to anything in the way of progress within reasonable limits. Never!

70,187. I am only suggesting this to you?—I am much obliged to you. I quite follow you.

70,188. There are lands on the other side where people want to get access for the fairs that are held here. For instance, during the cattle plague, from some parts of Montgomeryshire they could not get to the fairs at Machynlleth, on account of Merionethshire being under an official taboo. It must be a circumstance very much against the development of certain parts of this district?—I

Professor Rhys—continued.

quite agree with you, but there must be time for all things. We have only had a very limited time yet, but Sir Watkin has never been opposed to anything that would be for the good of those around, or for the development of the estate. He has never been an impediment to anything. On the other hand he is ready to consider anything.

70,189. This question has been put into my hand, on behalf of the County Council, and I think I may ask it now, not so much for the sake of having an answer as to inform you of what is going on. “Are you aware that there is a standing order that the County Council will contribute half the cost of the bridge suggested”?—I have not had that information yet, officially. It has never been brought before me.

See
70,437-
70,442.

Sir John Llewelyn.

70,190. What do you consider to be the difference between English and Welsh land tenure?—There is no difference of any kind.

70,191. I observe that you give a schedule showing the different size of farms, from which I see that about two-thirds of the farms are under 100 acres in size, or 50*l.* in rent?—Yes, there are a great many.

70,192. Approximately two-thirds?—Yes.

70,193. Do you think that that condition obtains to the same extent in England?—No, I should say not, certainly not.

70,194. You think it is a very good thing?—Certainly, it does not apply in England.

70,195. We have heard that it is a good thing and you think it is a good thing?—I do, it suits us in Wales.

70,196. It gives opportunity for a move upwards by the farmers?—Yes.

70,197. Do you think that they avail themselves of it?—Oh, a great many do, fellows who are working hard and doing their best. It is most laudable the efforts men make to get on, and the self respect that comes of it.

70,198. In that respect there is a little difference, and that is to the advantage of Wales?—Oh, yes.

70,199. There is one other question I was going to ask you. What is your opinion with regard to this point: that if judicial rents were fixed by any third party it would have a tendency to check expenditure upon the land?—The landlord could not have the same interest in his land.

Mr. Griffiths.

70,200. As you are one of the most practical men that have been before us, I should like to ask you just one question, and I will keep you no longer. What amount of capital do you consider a tenant farmer should possess before he can farm successfully?—He ought to have 10*l.* per acre. That is what he ought to have to

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[Continued.]

Mr. Griffiths—continued.

make it pay, and then he is in a position to start, but I am sorry to say that that is the exception.

Mr. Richard Jones.

70,201. I see you make some distinction between English and Welsh tenants on Sir Watkin's estates?—Yes, it is a mere custom. I do not know whether it is right or wrong, but that is how we have gone on.

70,202. Would you say that the system of farming pursued by the tenants on Sir Watkin's estate is the very best possible system, that is, taking the situation of the farms into consideration?—I think they are striving hard according to the knowledge they have, and doing their very utmost. You may come upon plots of cultivation very well done and you will be astonished as you go about in all the places that you come to at the nice way some plots are finished off.

70,203. You think that with increased knowledge they would not alter their style of farming?—No; a man in nine cases out of ten must be suited to the country if he is to do any good. I always pick a man if I can from his own country. He will know what he has been taught from his boyhood, and he will have seen all about him, and will try to improve upon that. That is the real thing.

Mr. Brynmor Jones.

70,204. Arising out of your answer to one of the questions, I should like to put this case to you. I see that many of your tenants belong to families that have been on the estate for many generations?—Yes, this record is extraordinary.

70,205. Suppose a tenant belonging to such a family were to come to you and say, "I must have a reduction of rent of at least 30 per cent., or I must go away," would you say, "No, I think that a reduction of 10 per cent. or an abatement of 10 per cent. meets the case." Do you think that it would be fair, under the circumstances, that that tenant should have an opportunity of appealing to some third person not connected with the estate?—I think I have said enough before about that; that it is the landlord's business to get to know the value of the farm, and he must stick to it, and if the man is worth anything, he will not go away.

70,206. I am supposing now a real difference of opinion between the tenant or his valuer and your valuation?—Well, if he was a good man we should try and settle it. I do not pretend to be perfect. I should take advice from those who know better than myself, as I have often done, and I should try and get right.

70,207. Then it is really this, that you are the ultimate judge in what is virtually your own cause?—Oh, yes, because it is my own property, or the property of those I represent; but I would take care that he had it right.

Mr. Brynmor Jones—continued.

70,208. You see no hardship in that man having to go because he cannot satisfy you that there ought to be a reduction of 30 per cent.?—No, we should not be able to come to terms. I should do everything I could to meet him, and if he was unreasonable, I should consider my conscience clear.

70,209. But who is the judge?—One can always get advice. There is no difficulty in getting sound men who are able to give advice; but I should not like to be compelled.

70,210. Your answer really admits that in such cases you ought to go to a third party?—Who does not go if one wants advice? You do not go about and say that you can do everything yourself. All practical men in any matter of importance take advice.

70,211. Quite so. Then why should not the Government appoint somebody to give advice?—That is just the point we should not agree upon. We should not agree upon that.

Mr. Brynmor Jones.

Very well; you have answered very fairly. I have put my point to you, and I have nothing further to ask.

Lord Kenyon.

70,212-3. I have to trouble you with a certain number of questions. I have some questions by Mr. Martin Woosnam which I will put first, as they are the longest series. "You speak of the friction on the Welsh portion of the estate on account of the non-payment of tithes. Do I understand that a number of your tenants objected to the application of tithe?"—There were some tenants who did object, and when the matter was properly explained to them they all came round and looked into it, and we explained to them and they were all right. As I said in my evidence, there was one exception. That was Mr. Parry. With regard to the other man he never gave me a chance. He did not hear me talk even. He said, "I hate the parson. I will not pay. I will die on the road first." And I never had the chance of getting any argument.

70,214. "You say that a good tenant is always safe. Parry of Farchwel was a good tenant, but he objected to the application of the tithe, and he received notice to quit. How can you reconcile this?"—I say I suppose he knew what he was doing when he took the farm. His conscience guided him then. He knew what he was doing. He knew what he was subjecting himself to. He signed this agreement, and it was properly explained to him that the tithe was to be paid as a portion of the rent. He knew about it well enough. I am very sorry for him, but there it is. I have given word for word what took place, and we did everything we could to pacify him; but he seemed to delight in taking another course, and making a martyr of himself.

70,215. "You say notices to quit have been confined entirely to tenants who were in arrear

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[Continued.]

Lord Kenyon—continued.

"and had been hopelessly insolvent. Parry and Evans, of Farchwel, were not in arrear, and yet had notices to quit. Can you reconcile this with your statement"?—I disposed of their cases before coming to this paragraph.

70,216. Then: "You say (amongst other things) that one of the causes of the land agitation has been stimulated by events which have happened elsewhere. Will you kindly give an explanation as to this"?—Well, in Ireland.

70,217. When you said "elsewhere" you referred to Ireland?—Yes.

70,218. "You say that the position of the landlord and tenant has been reversed, and that the tenant is now the dictator of terms. Do you wish the Commission to understand that the landlord generally submits to the dictation of the tenant in respect of rent and other matters"?—No, I say that the tenant has now a better chance; owing to the state of things—the depression and so on—he has a better chance. Before it was often the case that the landlords got more than the land was worth. That is the answer I wish to give, with all submission, to that question.

Mr. Richard Jones.

70,219. You would modify your statement by withdrawing the word "dictator"?—Well, that may be, but it expresses the thing. I mean that he has got the better hand now, and formerly there was no doubt that land was let too high.

Mr. Brynmor Jones.

70,220. I read that paragraph as meaning that he was a dictator from the economical standpoint.

Mr. Richard Jones.

70,221. You say the tenant is now the dictator of terms?—We know many cases where now a tenant is very shy of putting capital in, and many landlords have had to submit and take any price for their land in some counties in England; we know that. We do not blink the question.

Lord Kenyon.

70,222. A landowner does not get more than a fair rent now, you mean?—Quite so.

70,223. Then, "You give a very fair opinion on the question of game. Is it not a fact that game is, speaking generally, preserved on Sir Watkin's estate"?—Most certainly it is.

70,224. You draw a distinction as to the over-preservation of game, I think?—Yes.

70,225. To a fair extent?—Yes.

70,226. "Do you not think that in that part of Llanerfyl parish, adjoining Llanbrynmair parish, a road might be made by Sir Watkin with advantage alike to himself and his tenants in that district, Llanbrynmair being only about five miles away from the nearest

Lord Kenyon—continued.

"point of Llanerfyl parish"?—Of course it would open out things, but I have an idea in my head about that part. Llanerfyl really belongs to Llwydiarth. I have an idea in my head that we shall re-attach it, and then we should not have the difficulty that was spoken of about repairs; for instance, at Nantyreira. We should make our labour more equal between the two estates. The idea I have in my head is this: It is really all Llwydiarth on that side, and I have the idea that that should come to pass because it would be better for repairs. It is solely on that account. We shall be able to get to our timber yard easily, where we have very good water power, at Llwydiarth, and excellent timber.

70,227. "I suppose you do not advocate the depopulation of districts"?—Oh, dear, no.

70,228. "Do you agree with a number of witnesses that farmers' children work without remuneration, and that if these children left their homes that their parents could not pay wages to labourers whom they would in consequence be compelled to employ"?—The family is a great help to farmers. They are brought up in that way, and they are learning their business. They are brought up in that way to assist the farmers; it is the natural thing; as soon as they can do anything they go to work. It is a different life to any other.

Mr. Richard Jones.

70,229. Are you in a position to say that the sums which they receive from their parents to start in their own farms would be equivalent to a fair wage?—In a great many cases. I cannot go further, but I know it is so in a great many cases that they are able to start them, and of course that is the way it is done. There is no rule, but in a very great many cases it is all right.

Lord Kenyon.

70,230. Do any members of your family assist you in your farm?—Oh, dear, yes, and it is the greatest pleasure they have. One of my daughters certainly assists. The bailiff takes his orders from her. I know every day what is going on, but it is her great pleasure to assist. We have a regular bailiff, of course, but it is a great pleasure to my daughter, most certainly, to assist.

70,231. Does she receive wages?—Well, that is too laughable. It is her pleasure; she likes it, and knows all about it too.

70,232. "With regard to the Ground Game Act, do you not think it hard on the tenant that he is not allowed to enter the covers in the centre or corners of fields for the purpose of taking ground game"?—They cannot go into the covers. I have expressed what I have to say about that. Where there is great preservation and covers, the landlord, or the man who preserves, is distinctly responsible for the land around.

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[Continued.]

Lord Kenyon—continued.

70,233. "On the question of the difference between Welsh and English land tenure, do you know of any case in Wales of farms being vacant for want of a tenant, as is the case all over the south and east of England?"—I do not. There may be, but it has not come within my knowledge.

70,234. "Does the rule of 10*l.* per acre apply equally to mountain sheep farms and to the low land farms?"—Oh, no, 10*l.* per acre is for a general holding—agricultural land.

Mr. Richard Jones.

70,235. How is the question of over-preservation to be settled, as between landlord and tenant?—Professor Rhys asked me and I said I had nothing to suggest to-day. I have only tried to put it out as what I believe to be the feeling of the tenantry on the subject.

Lord Kenyon.

70,236. Now, I have some questions by Mr. Vincent—"Can you give any idea of the number of persons employed by Sir Watkin, and the amount spent on them in salaries and wages?"—I could not give you the actual sum that goes every year, but I can tell you, approximately—I made it out on purpose what I pay—what I am responsible for throughout, that is to say, families who look to Sir Watkin. Our staff, far and near outside the house, is 270 odd. That is what we keep going round the year.

70,237. Is that men, or men and their families?—Heads of families.

70,238. "Does Sir Watkin do anything, and if so, what, for education?"—Certainly; Sir Watkin's regular subscriptions to schools, subscriptions that I pay without taking them before him at all, come to 410*l.* per annum. Those are the regular subscriptions, which he never asks about, and which I pay.

Professor Rhys.

70,239. You mean that they are standing payments?—Standing on the lists.

Lord Kenyon.

70,240. "What has been done to encourage cottage gardens on the Wynnstay Estate?"—The late Sir Watkin and the Dowager Lady Williams Wynn took a deal of trouble on that point. They established flower shows at Ruabon, Llangedwyn, and Glanllyn, and they give the prizes; they send their head man round, and a quantity of seeds are given to the tenants, and before the show the gardens are inspected with the view of promoting horticulture. The Dowager took a great deal of trouble in carrying that out. I have made a calculation which I think will be of interest to you. Since they were established 72,000 packets of seeds have

Lord Kenyon—continued.

been given out with the view of improving gardens. The head gardener made the calculation for me.

70,241. "Does this table show the number of chapels on the estate, the ground rents where any exist, and the number of sites sold or given?"—That is correct. It shows the nominal rent and the sites given.

70,242. Will you read out the list?

A. "SITES OF CHAPELS ON THE ESTATES OF SIR WATKIN WILLIAMS WYNN, Bart."

	Annual Rent.
1. Wesleyan Chapel at Llansilio	£ s. d. 0 1 0
2. Independent Chapel at Braichywaen, Llanfihangel	0 1 0
3. Baptist Chapel at Pont Llogell, Llanfihangel	0 2 6
4. Wesleyan Chapel at Rhydylleche do.	0 1 0
5. Do. at Dolwar	0 10 0
6. Independent Chapel, cottage, garden, and stable at Neinthirion, Llanerfyl	1 0 0
7. Wesleyan Chapel and site of burial ground given gratis, 1894, at Glasbwl, Machynlleth	—
8. Independent Chapel, Ffynnon ogledd, Llanbrynmair	0 1 3
9. Independent Chapel, Pandy, Llanbrynmair	0 1 0
10. Do. Bontdolgadfan do.	0 1 0
11. Do. and stable, Tafolwern, Llanbrynmair	0 1 0
12. Independent Chapel, Talerddig, Llanbrynmair	0 1 3
13. Peniel Chapel, Rhydsarn, Llanuwchllyn	Lately conveyed gratis.
14. Carmel do. Dolhendre ucha do.	
15. Sion Chapel, cottage, and gardens at Rhydybod do.	
16. Baptist Chapel near Tyddynfelin do.	0 5 0
17. Chapel, cottage, and piece of ground near Tyddyn mawr, Trawsfynydd	

The following chapels and sites, &c., were sold to the Calvinistic Methodist Body at Michaelmas 1885:—

18. House and chapel at Llanrhaeadr, Denbighshire.
19. Chapel, cottage, and garden, at Eglwyseg, Llangollen.
20. Chapel and house at Dolanog, Llanfihangel.
21. Two cottages, gardens, and buildings, at Llanfihangel.
22. Caermynech Chapel, near Pont Llogell, Llangadfan.
23. Goshen Chapel, near Sychtyn, Llanerfyl.
24. Zion Chapel, cottage, and land, at Llanwrin.
25. Chapel in Llanwrin Village.
26. Chapel at Gwerngerynt, Llanbrynmair.
27. Chapel at Staylittle, Trefeglwys.
28. Schoolroom at Dolhendre, Llanuwchllyn.
29. Chapel, cottage, and garden, Gilrhos, Llangower.

The following are sites of chapels, &c., given or sold at a trifling price at various times:—

30. Independent Chapel at Rhosrobin, Wrexham.
31. Welsh Wesleyan Chapel at Cefnmawr, Ruabon.
32. Calvinistic Methodist Chapel, Cefn, Ruabon.
33. Congregational Chapel at Ruabon.
34. Wesleyan Chapel at Strydisaf, Ruabon.
35. Do. at Cefnbychan, Ruabon.
36. Salvation Army Barracks at Cefnmawr, Ruabon."

Mr. Brynmor Jones.

70,243. Are those sites that have been conveyed in fee subject to perpetual rents?—Conveyed for a nominal consideration, 1*s.* or 2*s.* 6*d.*, all of them, except a few of the first lot that are still remaining, where they pay 1*s.* or 1*s.* 6*d.*

70,244. In those cases the trustees of the chapel have only got the land for a term of years?—We look upon it as a freehold, and whenever they apply for it to be conveyed, it is

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[Continued.]

Mr. Brynmor Jones—continued.

always done. There was a difficulty mentioned by Mr. Gee as to getting sites for chapels. This is the list, and it is perfectly correct.

Lord Kenyon.

70,245. Have you any record of the earliest lease of land for a chapel? You have given us the latest. I want to see when that policy was adopted?—May I ask one of our agents? I can get the information in the room.

70,246. It is not a matter of any moment?—I can get it for you at any time. I will give it you to-morrow.

70,247. Then there are some further questions by Mr. Woosnam—"What becomes of the 'chapels at the termination of the leases'?—The freeholds are conveyed free. I have never known it otherwise.

70,248. But are these chapels on lease?—The first lot are.

70,249. Have they been built by Nonconformists?—Certainly. The last I think we had was Bwlch-y-dda. Now Sir Watkin has given to the Wesleyan body a piece of the Park at Wynnstay. It is as you go down the road opposite the station. He has promised to give them a piece of the paddock and to have a wall taken down. I marked the ground with Sir Watkin, but it has never been taken up. That is four years ago. He made no objection. He said if it was wanted they should have it.

70,250. Can you give us the general purport of the covenants on the part of the lessees?—I am not prepared to-day to do so. I could do so, of course.

Mr. Brynmor Jones.

70,251. They were ordinary building leases, I should think, in the first instance?—Quite so.

Lord Kenyon.

70,252. Then Mr. John Rowland asks:—"Was not the chapel at Glasbwl, referred to in the list read, erected on waste land"?—It is land over which Sir Watkin has manorial rights.

70,253. "Would Sir Watkin grant a lease of any farm for 20 or 30 years upon terms similar to those upon which yearly agreements are now made by him"?—We are never asked for them. There was a case lately, a very particular case of one gentleman who came before you a few days ago, a man of good standing, Mr. Vaughan of Lyssun. He had one of our largest farms, Rhiwsaeson, and he went on to Lord Powis estate. The man has expressed himself over and over again as grateful that he was able to go away in six months. He was able to make terms, and his son-in-law took the farm, he was very glad to be able to clear out.

70,254. Then Mr. Daniel Howell wants to know, "Have you paid attention to the want 'of more cottage accommodation at Bont Llan-brynmair'?—May I ask for whom those cottages are intended?

70,255. I am afraid I cannot inform you. That is what Mr. Daniel Howell wishes to know.

Mr. Brynmor Jones.

70,256. Have you heard that there are labourers who want cottages?—I know there are a great many unoccupied in that district.

Lord Kenyon.

70,257. Then I have some questions by Mr. M. Thomas:—"What use has technical instruction 'in dairying and farming in the Welsh 'district' "?—It is in an incipient state, but undoubtedly it is doing good.

70,258. I think the last lecturer engaged by the University College at Bangor can lecture in the Welsh language, is not that so?—I am not certain.

70,259. I know that was one of the requirements when they engaged the lecturer?—I think so.

Mr. Brynmor Jones.

70,260. We have had evidence that lectures have been given in the Welsh language?—It will, be done no doubt. It must come to that.

Lord Kenyon.

70,261. This is another question by Mr. Woosnam, "If a lease had been granted to 'Mr. Vaughan I suppose he might have assigned 'his lease'?—Certainly, to an eligible tenant, a desirable tenant; no obstacle would have been raised in any way, but his son-in-law had it.

70,262. That closes that part of your evidence. Now if you are not too tired would you give us some evidence with regard to those manors, or would you rather defer it?—If you will excuse me one moment I wish to state with reference to what took place last year at Bala. You will, recollect, there was a good deal of feeling expressed, and dissatisfaction and so forth, and Sir Watkin asked me to go over the estate. It is a work of time, of course, but I wish to show you what we have done with a view of getting things right. The whole of those farms were valued, a field-to-field valuation was made, which I put in for your inspection, if you think fit to look at it. [*Handing in statement.*] All the people on this list have agreed to the terms. There were nine farms, the rents of which I did not touch.

70,263. Were these farms referred to at Bala last year?—Yes, I have settled with all of them. You will see there, the field-to-field valuation. I have gone over them all myself, with Mr. Morris. Nine of those I did not touch, and I have three now that I have not yet agreed with. There is 2*l.* difference between us in one case and 5*l.* in another; of course those will be got over without any trouble. The third one is a more serious matter, there is 30*l.* between us, but that is how we stand. Those were all settled, and I thought as we had so much fuss at Bala, I ought to satisfy the Commission that no trouble had been spared to make the tenants all satisfied.

70,264. What was the result of the re-valuation that you made?—You will find it at the bottom of the third sheet.

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[Continued.]

Lord Kenyon—continued.

70,265. How many farms does this refer to?
—We went over about 110 altogether.

70,266. On something like 110 farms; roughly speaking, the original rents were 3,891*l.* 9*s.*, and the present rent is 3,380*l.* 15*s.*?—That is about 500*l.* a year difference.

70,267. Reductions amounting to 574*l.* 14*s.*, and advanced rents amounting to 63*l.*, the reductions amounting to a little over 500*l.*?—That is so.

70,268. Then with regard to those manors.

The witness withdrew

Mr. WILLIAM OWEN called and examined through an Interpreter.

Lord Kenyon.

70,270. You are Mr. William Owen, of Mathafarn, Llanwrin, Machynlleth?—Yes.

70,271. A tenant of Sir Watkin?—Yes, a tenant farmer. I have my evidence here. The acreage of my holding is 411 acres 1 rood 25 perches, with 994 acres 17 perches of sheep walk. I wish to give evidence about Mathafarn farm, in the parish of Llanwrin, and sheep walks, in the parish of Machynlleth. I do not know of any waste land having been enclosed in this district, and I do not know of any unenclosed land in the district which could be cultivated with profit. There are rights of sheep walk in my district, but they are limited, that is to say, the sheep walk is fenced in. Rents of farms with sheep walks are higher with present low prices than those of similar farms which have none. I think that matters are managed best on large estates. The better management is where the landlord lives on his own estate. Politics, or religion, or language do not make any difference between me and my landlord. I am able to speak both languages. The usual time of entry is Lady Day. There are no leases in my district. I do not know of any cases in which tenants have asked for leases and been refused. My experience is that agreements are more favourable to the tenant than leases. I have never had any cause for objecting to any part of my agreement. Tenants obtain a copy of their agreements free of any charge. Agreements are explained to tenants if necessary. I do not think anyone would take a farm without understanding his agreement. Rent is fixed at a lump sum. No services other than the payment of rent are rendered by tenants in respect of their farms. As to the manner in which the rent is fixed, and as to whether the holding is let to the highest bidder, I should say it is generally a question as to which of the applicants is likely to make the best tenant. There has been no change in rent of my farm since 1853. An increase in the rent of sheep walk was made about 10 years ago. I have received the following abatements:—1885, 1886, 1887, 1888, and 1889, 10 per cent.; 1890, 5 per cent.; 1892, 1893, and 1894, 15 per cent. There has been no change

Lord Kenyon—continued.

Do you propose to offer evidence now?—Mr. W. Owen who lives near here, is a gentleman of 80 years of age, and if you will kindly take him and let my manors stand over until to-morrow it will be well. I think I have had a pretty good turn now.

70,269. I think you have. I leave it entirely to you. Then perhaps you will give us the evidence with regard to the manors to-morrow?
—I will.

Sec 76, 407.

Lord Kenyon—continued

of any importance made in local rates. There has not been any consolidation of farms in this district in recent years, to my knowledge. Whether small or large farmers are the best farmers, I say it depends very much upon the man himself. Small and large farmers provide about the same for their families, and they can stand out longest against depressed prices about the same. I do not know of any farmers in my district sub-letting the whole or part of their holdings. With regard to the time of paying rent, I pay the Michaelmas rent in December, and the Lady-day rent in the month of June following. Labourers are scarce only during the busy time of harvest. As to land going out of cultivation or insufficiently cultivated in the district, I should say there is no change of any importance. There is no waste land in this parish capable of being reclaimed profitably by ploughing rough land, draining marshes, or embanking rivers. A large acreage of arable land has been laid down in pasture, owing to the expense of cultivating, combined with the low prices of corn. Root crops have increased very much, the reason is because more stock are fattened, for which root crops are almost indispensable. Fallowing has fallen into disuse because of there being less arable land, and root crops leave the land in a cleaner state, preparatory to a corn crop. Improvements. (1.) Landlords' improvements. A great deal has been done in the improvement of farm buildings, and in erecting wire fences, gates, posts, &c. (2.) Tenants' improvements consist chiefly in the application of artificial manures, lime, &c., the purchase of oilcake and feeding stuffs, and a better selection of seeds. Compensation is made to a tenant leaving a farm for any improvement he has effected. I am aware of the existence of the Agricultural Holdings Act, and that an attempt to contract out of it is illegal; there is no clause in my agreement contracting out of the custom of the country. The custom of the country, is generally a case of mutual agreement between the outgoing and incoming tenant, and I have often acted as arbitrator between them. With regard to the sale of sheep on sheep farms to the incoming tenant, the in-

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Mr. W. OWEN.

[Continued.]

Lord Kenyon—continued.

coming tenant purchases the sheep at a valuation on the 25th of March. There is in my district no real trouble about game. There are not sufficient freeholders in the district for me to be able to express an opinion as to whether they are worse or better off than tenant farmers. I know of farmers without sons who have managed to pay their way. I also know of a few farmers who have set their sons up in business, or on other farms, or given portions to their daughters. I think a Land Court quite unnecessary, and much prefer dealing with my landlord or his agent. I believe foreign competition to be the cause of the present low prices.

70,272. When did you enter upon your tenancy?—In the year 1853.

70,273. Was your father there before you?—No, I came from Carnarvonshire.

Sir John Llewelyn.

70,274. What is your age?—83.

70,275. Have you had any trouble at all in your life in dealing with your landlord?—No, never.

70,276. Have you ever in your life known worse times than the last two years?—No, I do not think so.

The witness withdrew.

Mr. EDWARD LEWIS called and examined through an Interpreter.

Lord Kenyon.

70,284. Is this your statement?—Yes.

70,285. And it has been translated to you?—Yes.

70,286. And you are satisfied it is correct?—Yes.

70,287-8. Who is the landlord of the farm with regard to which you are going to give evidence?—Mr. Joseph Owen Jones.

The statement of the witness was then read as follows:—

The evidence of Mr. Edward Lewis, of Henllan Uchaf, Uwch-y-garreg, near Machynlleth. I am now 60 years of age. I was brought up at Caeheulon, in the parish of Penegoes, in this county. The land at Caeheulon is very hilly and poor as a rule. The rent my father originally paid was 48*l.*, and later 50*l.* It was all he could do to manage to pay his way.

I stayed at Caeheulon, and worked on the farm till I was in my twenty-second year. I then left and went into service as an agricultural labourer. I received nothing from my father on leaving home. The first year I was in service I received 14*l.* and my keep. I never received more than 18*l.* a year. I was in service for about eight years, and during that period I managed to save about 120*l.* I was married

Sir John Llewelyn—continued.

70,277. Owing to wages for labour being so high, and the seasons very bad?—Well, I think as usual; some good and some bad.

Mr. Grove.

70,278. Did you come from Carnarvonshire 30 years ago?—41 years ago.

70,279. Then why did you leave Carnarvonshire and come to this farm?—My wife brought me.

70,280. It was not any difference with your landlord there, was it?—No; my brother went there instead of me.

Mr. Griffiths.

70,281. Are you not a distant relative of the sub-agent?—Mr. Smith?

70,282. Yes?—He has married a daughter of mine.

70,283. And you have not much to complain of against the agents, I suppose?—No, nothing.

Lord Kenyon.

We are much obliged to you for coming forward and giving evidence at your advanced age.

Lord Kenyon—continued.

during the last two years of the time, and my wife lived with her parents. When I was about 30 years of age I took Henllan Uchaf, where I now live. That would be about May 1864. The farm was the joint property of Messrs. Richard Owen and John Owen, carpenters and joiners, Machynlleth. For about the first 10 years I had to keep a manservant and a female servant, but by the end of that time my children had come to take the place of servants. I have three children, two sons and a daughter. My two sons are still with me, and are 34 and 27 years of age, respectively, and are unmarried. My daughter left me on her marriage six years ago, and after she has gone I have to keep a female servant, to whom I give 9*l.* as wages.

The land at Henllan is very hilly, cold, and thin. The acreage is about 116. When I went there I paid 35*l.* rent. On the death of my two landlords the land was to be divided between their children. One left nine children, and the other left seven. I from time to time bought up the shares of the different children, so that I am now the freeholder of $\frac{1}{3}$ ths of the whole of Henllan.

I have worked hard at Henllan, and have greatly improved it. I do not consider that I have been adequately repaid for my work and trouble. I have been able to pay my way and

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Lord Kenyon—continued.

lay little aside, because my children were with me, and I had no need to have servants. I never paid them anything as wages. I gave my daughter a little after her marriage, and that was all she ever received from me.

In the year 1877 the Guardians of the parish of Machynlleth made a valuation of the treeholders within the district of the union for the purpose of assessment to the poor rate. Mr. Mickleburg valued my farm on behalf of the guardians, I appealed against his valuation, and got two indifferent gentlemen to make a valuation on my behalf. Their valuation was 2*l.* less than that of Mr. Mickleburg. I produce the valuation.

70,289. Have you got that valuation?—This is it (*handing same*).

It is interesting as it shows that the expenditure for the year 1877 exceeded the income by 52*l.* 5*s.* Farming is certainly not better now than it was in 1877; rather much otherwise.

My father-in-law lived at Mynachdu, Pene-goes, near Machynlleth. As he was getting old he was desirous of giving up the farm in favour of his son, who had always been living with him and was now married. I and my brother-in-law went to Mr. Pugh, Sir Watkin's agent, to ask him to insert my brother-in-law's name as tenant instead of that of his father, who was desirous of retiring from the tenancy in favour of his son. The agent informed us the old man would have to give formal notice in writing giving up the farm. When this was done, the son could not have the farm without an increase of 3*l.* in the rent. I consider the former rent, to say the least, to have been high enough.

I am of opinion that preference is shown in my neighbourhood to Conservatives and Churchmen. About 15 years ago two farms were vacant. There was a church in the neighbourhood, the congregation attending which was very small. There were several Liberals and Nonconformists applying for the farms, but both were let to Conservatives and Churchmen. One of the successful applicants told me that he got the farm because he was a Churchman and had a good voice and would likely be an acquisition to the church choir.

70,290. On what estate were these two farms that you mention?—About the church do you mean?

70,291. Yes, with regard to the church?—One was within 200 yards.

70,292. But on whose estate?—The Marchioness of Londonderry.

70,293. Both of them?—Yes, both.

70,294. Are they in the neighbourhood of Machynlleth?—Yes, within three miles; in Uwchygarrag.

70,295. Were these two Churchmen bad farmers?—No; they were Nonconformists who lived in them formerly.

Lord Kenyon—continued.

70,296. But were the two churchmen who got the farms bad farmers?—They were novices, young farmers.

70,297. Was there any reason, apart from their being churchmen, why they should not have had the farms?—I was a candidate myself.

70,298. That is not an answer to my question. Was there any reason why these two churchmen should not have the farm; were they short of capital, or anything of that sort?—The reason that Mr. Gillart gave me was that he could not let the farm to me as I was a Nonconformist.

70,299. Very likely. He had the choice between you and the churchman, and I want to know why he should prefer one or the other?—It was believed in the neighbourhood that the reason was that the church should gain a member.

70,300. You have not answered my point as to whether they were bad farmers or had insufficient capital; that is what I want to know?—They had never an opportunity to prove whether they were good or bad.

70,301. I will put it in another way. Are they there still?—Yes.

Sir John Llewelyn.

70,302. I should like to know what you mean in saying this:—"I worked hard at Henllan and greatly improved it. I do not consider that I have been adequately repaid for my work"?—Yes, I had no adequate compensation.

70,303. But you had bought the farm?—Yes.

70,304. Did not you take that into consideration in the price you paid for it?—I wanted a place to live in.

70,305. You bought thirteen-fourteenths of the farm from the children or their trustees?—Yes.

70,306. Were not the trustees selling the other fourteenth?—One of the children has not yet attained his majority, and they cannot sell it.

70,307. You say that the other fourteenth has not been offered to you because one of the children is not of age. Is that so?—Yes.

Mr. Grove.

70,308. When you bought these thirteen-fourteenths, how was it valued in order to get at the money that you had to pay for it?—It was made up of several bargains; there were distinct bargains.

70,309. You improved the place, you say, very much with your labour and improvements generally. When you bought it did you have to pay a higher price for it in consequence of the improvements you made there yourself?—No, I do not think so.

70,310. You have had a great deal of help from your children. Could you have made a

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[Continued.]

Mr. Grove—continued.

living there if you had not had the children to help you?—No, I could not have cultivated the land so well.

Mr. Richard Jones.

70,311. Do you think if you had stayed with your father until you were 30 years of age he would have been able to give you 120*l.* to start on another farm?—No, I do not think he could.

70,312. So that you really fared better by going out as a farm labourer than you would have done by staying working with your father?—I know it.

70,313. Do you think that is so at the present day?—Yes, more so now.

70,314. More so now than then even?—Yes, much, the wages are higher.

Mr. Griffiths.

70,315. Why did you live with your wife's parents after your marriage?—My wife lived with her father.

70,316. Why did you stop there; why did you not go somewhere else?—I was waiting for a farm.

70,317. Are there many cases like that where young people get married and they cannot get farms to go into?—It happens so.

Mr. Brynmor Jones.

70,318. I understand that your complaint in regard to the purchase money that you have paid is this, that in arriving at the value of the farm your own improvements were taken into account?—I do not consider that I paid too much for it.

70,319. Was any allowance made by the vendors from the fair value of the farm because you had made improvements?—I did not attempt to get them to do it.

Lord Kenyon.

70,320. I have some questions by Mr. Vincent: "Which Mr. Gillart told you he would not let to a Nonconformist?"—The late Mr. Gillart.

70,321. "What were the names of the farms near the church?"—Pant-glas was one.

70,322. What was the other?—Penrhiw was the other.

70,323. What were the names of the two tenants?—William Pugh Micah was at Pant-glas.

70,324. Who was at the other?—Evan Jones was the other.

70,325. "You had a law suit against the late Marquis, had you not?"—No, but I ought to have had one, though.

70,326. Did the Marquis bring one against you?—No, I think I ought to have stood my ground. I was served with a writ.

70,327. What was it about?—About a path—a road over the common.

70,328. Was the Marquis trying to stop the path, or what?—Yes, and he did so too.

Mr. Brynmor Jones.

70,329. Had you been using the path a good many years?—Yes, I had been using it for 18 years before. I was stopped and I had several witnesses who could have proved that it had been used for the last 50 years.

70,330. Why did you not go on then?—I had not sufficient money to face the Marquis.

70,331. The writ, I suppose, was a writ in the High Court of Justice?—Yes, it was, I think.

70,332. Not in the county court, or what they call the *court bach*?—I gave it up. I do not know where the case was to go to. I could not get witnesses to tell the truth; they were afraid.

Lord Kenyon.

70,333. Mr. Martin Woosnam asks, "Is it usual for farmers to borrow money to start their children in life?"—I could bring many facts in that direction, but I have no right to bring them.

70,334. Mr. Owen Wynne asks: "You gave a portion to your daughter on her marriage, did you not?"—Yes.

70,335. This is a question by Mr. Joseph Evans: "You said you were reared at Caeheulon, of which Mr. Joseph Owen Jones was the owner. Had you any reason for leaving there? Did not your mother succeed you, and is not your brother now the tenant?"—I was brought up at Caeheulon. Mr. Owen Jones was the agent at any rate. I had reason for leaving there.

Mr. Richard Jones.

70,336. What was it?—Because I wanted something for my work.

70,337. Do you mean to say that your father was not able to pay you anything, because he paid too high a rent? Is that what you mean?—I had one brother older than me, and two younger. Therefore I could go away, although my father was not willing for me to go.

Lord Kenyon.

70,338. "Did not your mother succeed you, and is not your brother now the tenant?"—My mother succeeded me. My two brothers are there now.

Mr. Griffiths.

70,339. How long did your daughter live with you at home before she married?—I think she was 26 when she was married.

70,340. Then she was with you working for about 10 years, was she not?—Yes, she was my domestic servant for 12 years.

70,341. Did you pay her any wages during that time?—No.

70,342. She was satisfied with what her father did for her?—She did not say anything against it.

Professor Rhys.

70,343. Just now you were asked whether some farmers borrowed money to start their

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[Continued.]

Professor Rhys—continued.

children in life. The old fashioned marriages did something in that way, did they not—the old fashioned “bidding weddings” did something in that way, did they not?—I do not know.

70,344. Have not you had any of those weddings in this part of the country in your time?—No, they have never been popular here.

70,345. I mean weddings where people are invited, and every one who is invited has to give a gift of money or other things to the newly-married pair. You have never heard of that in your parish?—Well, some of those invited used to give perhaps 2s. 6d. and so on.

70,346. But it never amounted to anything of importance here?—I do not know whether she had anything or not, indeed.

70,347. I am not asking about her. I am asking whether you know of that custom, and whether that did not help to set up some of the young people?—Yes, in a slight degree; they gave small presents.

Mr. Brynmor Jones.

70,348. Mr. Vincent has put in the writ in the action that he refers to. The plaintiff was one, Micah, an adjoining farmer, as I understand it. You were defendant, and the plaintiff's claim was for damage done to the plaintiff's sheep walk by the exercise of a pretended right-of-way. The action was compromised, and the agreement is put in?—Yes, it was in regard to a road, and it had nothing at all to do with sheep.

70,349. Quite so; you had gone into the plaintiff's sheep walk in the exercise of an alleged right-of-way?—Yes, I used to go over it.

70,350. And an agreement was made with the consent of the Marquis and Marchioness of Londonderry between you and the plaintiff, Micah?—Yes.

The witness withdrew.

Mr. DANIEL EVANS called and examined through an Interpreter.

Lord Kenyon.

70,356. Is this your evidence which has been translated to you, and is it correct?—It is.

The following statement of the witness was then read:—

The evidence of Mr. Daniel Evans. Glygyrog Wen, in the parish of Towyn, in the county of Merioneth, farmer. I come forward to offer my evidence at the request of a public meeting of farmers held at Pernal. I do so, not with a view to disparage and cast reflections upon my landlord, but from a sense of duty, and with a view to do anything that may tend to improve the condition of the tenant.

70,357. Who is your landlord?—He was the Rector of Merthyr.

70,358. What is his name?—The Rev. John Griffiths.

Mr. Brynmor Jones—continued.

70,351. We need not go into the terms of that agreement. It was, I suppose, a satisfactory settlement of the dispute between these two gentlemen; but did you claim a public right of way—a right of way for everybody—or only for yourself?—All used to make use of it that had occasion to go in that direction.

70,352. Then as far as the claim of a public right of way is concerned, the settlement of this action is immaterial. It cannot affect any public rights at all. It can only affect your own right. Two of Her Majesty's subjects cannot agree that something shall not be the Queen's highway.

Lord Kenyon.

70,353. This is a question by Mr. Gillart: “You stated that the farm of Penrhiw was let to a churchman. Will you state what is the extent and annual rent of Penrhiw”?—It is only a cottage and an extensive field.

70,354. Mr. Gillart also asks, referring to this action, “If it is a public way, who used the road in question besides the witness”?—The tenant of Rhiwlwyfan and Griffith Davies, of Henllan isaf, used the road to bring carts and so on to Henllan.

70,355. Anyone else?—John Micah said there was a road there before Mr. Gillart's birth. It was not I who raised the question as to the road.

Mr. Brynmor Jones.

Mr. Vincent's sole object in putting the questions about that action was to suggest that there had been some little friction between yourself and the Londonderry estate. There is no imputation upon you beyond the mere fact that you did not altogether agree.

Lord Kenyon—continued.

70,359. He has been dead a long time?—Yes.

Statement continued: About the year 1856, my father took a small farm called Caenewydd, near Aberdovey, on the Braich y Celyn Estate at an annual rent of 20l. His landlord was the Rev. John Griffiths, late Rector of Merthyr. The house was a small one, consisting of two rooms on the ground floor, and a small kitchen at the back, and two rooms upstairs. The front wall was always very damp, so much so that any clothing or furniture laid to rest against it would be spoilt. The ends of the beams fixed to that wall became so rotten that my father had to prop them up to prevent their giving way. There were very few outbuildings, only a small cowhouse and a barn, there was no stable of any kind; we had to keep the horse in a small shed thatched with gorse for two

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[Continued.]

Lord Kenyon—continued.

years. The landlord refused to build a new stable, and my father had to build one at his own expense. Nothing was supplied him by the landlord. He had to purchase the wood material, and carry them from Peniarth ucha, a distance of 10 miles. He had also to purchase the slates and fetch them from Perfeddnant quarry, a distance of about 10 miles. He paid 9*l.* to the stone-mason, and had to pay for sawing the wood and putting the slates on the roof. The rent was immediately raised 3*l.* I produce an old rent book in which there is a stamped receipt for 11*l.* 10*s.*, half year's rent due Michaelmas, 1859. In 1863, the rent was again raised another 2*l.* It was very inconvenient to carry on with so few buildings, and my father built another cowhouse. With the exception of the wood material which was supplied by the landlord, it was built entirely at his own expense. The roof of the house became poor, and greatly out of repair. My father at his own expense re-roofed one side and flagged the floor. A few years later the old cowhouse and barn had become so poor and dilapidated that they could no longer be repaired. The landlord built new ones, but my father had to cart all the material.

We went to great trouble and expense at Caenewydd in repairing the buildings and improving and draining the land. Early in 1878, we received notice to quit the farm or pay an increase of 15*l.* in the rent. My father died about this time. I applied for the farm, but was informed that I could only get it on paying an increased rent of 15*l.* I offered an increase of 10*l.* I was very reluctant to leave after having gone to such expense in repairing the buildings and improving the land generally. But I could not see my way to pay an increase of 15*l.*, and so I had to leave in May 1880 without any compensation whatever for our trouble and expense. Two nephews of the landlord came there after me, and they are there still. The present rent is 35*l.* This is the rent that I had offered, to no purpose.

Caenewydd, a few years before my father came there, had been held in conjunction with Trefri Fawr. The rent of the two places then, I am informed, was 70*l.* When the two places were held in conjunction thus, the tenant could not pay his way there and had to leave. The place was then divided. Caenewydd was let to one David Richards, my father's predecessor, for 20*l.* and Trefri Fawr to a Mr. Higgs. The present rent of Trefri Fawr, I am informed, is 80*l.* 5*s.* Ever since the division both places have been able to maintain a family.

In May 1880 I took another farm, Glygyrog Wen, near Aberdovey, where I now live. My landlord was Mr. Griffith Jones, of Aberhosan farmer. The rent was 50*l.*, and the acreage was about 140. When I went in it was in a very disorderly condition. There was not a single gate on the whole farm that would open and shut properly. There are now 16 gates in good working condition, the wood and iron material of which I have all supplied myself. The

Lord Kenyon—continued.

buildings were also in a bad condition, especially the house. I saved the landlord much expense while repairing and raising the walls of the house by digging up and carting stones, and carting wood, lime, and slates a distance of three miles. The landlord supplied slates for roofing the barn and I paid for the wood and nails. I also paid 5*l.* for setting the materials on the roof and 4*l.* for flooring the barn, besides many other incidental expenses. I never received any compensation, nor any acknowledgment of my right to compensation. About four years ago Mr. Griffith Jones sold Glygyrog Wen to Mr. Wright, of Stafford. I received notice to quit, but I was accepted as tenant by Mr. Wright, who promptly gave me to understand that he was not responsible to give me any compensation for my improvements.

Mr. Griffith Jones, while he was owner, used to let the game to Mr. Wright for 4*l.* 10*s.* a year. When Mr. Wright purchased I agreed to let him have the rabbits, provided he would keep them down and prevent them doing damage to my crops. He was for two years without killing any, and they have become a great nuisance. I had often complained to his bailiff, but he always replied that it was out of season to kill them. I then commenced to trap them myself, and the bailiff immediately informed Mr. Wright. I told Mr. Wright that I had on several occasions requested the bailiff to kill the rabbits, but that he had refused. Mr. Wright then told him that he should have to keep the rabbits down in future, and since then I have not been troubled. I have never availed myself of the Ground Game Act, and I do not think my landlord would be willing that I should. I could say much also to the same effect about Bryn Morlo, near Pennal, in the parish of Towyn, where my wife was brought up. My father-in-law took Bryn Morlo about the year 1847. The rent was 36*l.*, the same rent as was paid by the previous tenant. His predecessor had left because he could not pay his way there. After my father-in-law had gone to considerable expense in repairing the buildings and improving the land the rent was in 1858 raised to 41*l.* The rent was again in 1862 raised to 50*l.* Some time after this a new agent came on the estate. He decided to rebuild all the out-buildings. The tenant was to cart everything a distance of four miles. Before the buildings had been completed my father-in-law received notice that the rent would be raised to 60*l.*, and that he was to have no compensation for carting. The place was soon afterwards sold, and the landlord built a stable. The rent was raised another 2*l.* About an acre of land from a plantation was added to one of the fields, and the rent was again raised 3*l.* The total rent in 1876 was accordingly 65*l.* My father-in-law spent all he had there, and in 1883 he left. He had two sons and two daughters working with him at home, to whom he had never been able to pay any wages. He had no need to have servants. I produce rent-book. When he left it was let to the new tenant for 50*l.* About a year ago the present

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[Continued.]

Lord Kenyon—continued.

tenant gave notice to quit, but re-took the farm on a reduction being made in the rent. I am informed that the present rent is 40 $\frac{1}{2}$ l. The farm is now larger and has better buildings than when my father-in-law paid 65 $\frac{1}{2}$ l. rent. The present landlord is Mr. Owen Daniel, of Towyn.

Mr. Griffiths.

70,360. With respect to these repairs and improvements, were fences and gates put on the farm?—Yes.

70,361. Did you find the landlord more considerate than the keeper?—Yes.

70,362. Is it often the case that a reduction of rent is made to a new tenant when it is refused to the sitting tenant?—Yes, common.

Sir John Llewelyn.

70,363. Do you know the Agricultural Holdings Act?—Yes.

70,364. Do you know the provisions of that Act?—The landlord has done away with that in the agreement.

70,365. He cannot do that, can he?—I do not know. He put it so in the agreement.

70,366. Have you the agreement with you?—This is it. [Handing agreement.]

Mr. Brynmor Jones

70,367. You come forward, I understand, as representative of a good many tenant farmers?—Yes, to show that I have not been paid for much of the work I have done.

70,368. But you say “I come forward to offer my evidence at the request of a public meeting of farmers held at Pennal?”—Yes; they knew I had been ill-used.

70,369. How many farmers were at the meeting?—I cannot say, I am sure.

70,370. About how many?—20 or 30, or how many?—15 or 20 at any rate.

70,371. Are we to take it that the views that you have expressed in your evidence fairly represent the views of the public meeting?—Yes, I think so.

The witness withdrew.

Mr. Brynmor Jones here took the Chair.

Mr. JOHN JENKINS called and examined through an Interpreter.

Mr. Brynmor Jones.

70,385. Is this a statement of your evidence, and is it correct?—Yes.

The following statement of the witness was then read:—

I am now 81 years of age. I was 13 when I came with my parents to Talybontrain, where I was brought up. There were 12 children of us, and I was the third. I had little education when young. My father lived at Talybontrain from 20 to 24 years. The rent he paid at first was, I think, 65 $\frac{1}{2}$ l. About two years after he had taken the farm a new agent, Mr. Jones of the Park, came on and had a valuation. I was then 13 years of age.

Mr. Brynmor Jones—continued.

70,372. Are the other farmers afraid to come forward, and so chose you to come?—Yes, I should think so.

70,373. What had been done to make them afraid. Had anything been said or done by any of the landlords in the neighbourhood?—Indeed I cannot say. Those that had something to say would not come.

70,374. Whatever the cause was they said they would not come?—Yes.

70,375. What parishes were represented at that meeting?—Pennal and Towyn.

70,376. Are most of the farmers in those two parishes in the habit of speaking the Welsh language for business, social, and religious purposes?—Yes. Well, they use Welsh there.

70,377. But do most of them use Welsh habitually?—Yes.

70,378. Are they mostly Nonconformists or Church of England people there?—No, I do not think the majority of them are, but there are a few.

70,379. Are they mostly Nonconformists or Church of England people?—Nonconformists, I think.

Sir John Llewelyn.

70,380. I will return you this agreement. It is only the 33rd clause of the Agricultural Holdings Act that is contracted out of.

Lord Kenyon.

70,381. Who is your present landlord?—Mr. Wright.

70,382. Mr. Owen Wynne asks, “Do you come as the representative of the whole of Towyn parish?”—No, I only represent myself. I have only given my own statement.

70,383. As to this meeting, was this at Pennal or Towyn?—Pennal.

70,384. At Pennal, I understand, they elected you to represent them?—Yes, they asked me to give evidence; to say what I had to say.

Sir Watkin's estate, and he had the whole estate re-valued. The rent of Talybontrain was, in consequence, raised on the death of the grandfather of the present Sir Watkin to 76 $\frac{1}{2}$ l. All of us children worked on the farm. My father kept besides a man servant and a female servant. During the last few years I was with my father, I was married and lived with my wife at Bryngwyn, a farm that was held by my father in conjunction with Talybontrain, but not from the same landlord. I never received any wages from my father while unmarried, but after I was married I used to

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Mr. J. JENKINS.

[Continued.]

Mr. Brynmor Jones—continued.

receive about 5s. a week for some four years until I left him. I was allowed to keep a cow at Bryngwyn. The rent my father first paid for Bryngwyn was 25*l.*; it was after about six years raised to 30*l.* My father soon afterwards gave it up, but it was let to him again at 25*l.* My father left Talybontrain to go to farm on his own land at Cwmere.

Lluest bwch hyddgen has recently been added to Talybontrain. Lluest used to belong to Mr. Williams, of Cwm, and was attached to Bwlchuwygarreg. It was bought by Sir Watkin, and added to Talybontrain. Lluest would keep about 700 sheep. The rent is now 40*l.*; it used to be 25*l.* I do not think the addition of Lluest to Talybontrain any improvement to either of the two places—rather otherwise.

I had commenced to farm on my own account at Hengwm Isa before my father left Talybontrain. I was then about 24 years of age. Hengwm Isa used to be held in conjunction with Talybontrain. On leaving him my father gave me 60 sheep and a horse to stock Hengwm. I bought four cows myself. The rent I paid at first was 21*l.*; it was afterwards raised to 25*l.* After I had been at Hengwm Isa for about nine years, the other part of Hengwm was added to it. The rent of the whole was 54*l.* The landlord repaired the house when I went in, and built a stable. The gable end of the house was the only substantial repair that was done afterwards. The house and the buildings during the whole term of my tenancy were in a very bad condition, and I used to suffer losses continually on that account. The floor of the rooms upstairs were in pieces, and Mr. Slaney Wynne's attention was on several occasions called to the state of things. Mr. Wynne used to visit Hengwm every year, and on each occasion he saw the condition of the house. I wanted him to repair; but he wanted to build a new house. I did not want a new house built, as I had not sufficient horses to cart for it. I remember on one occasion at the "White Lion Hotel," Machynlleth, asking Mr. Smith, the local agent, for new pigstyes, when he replied that my house was no better than a pigstye.

There was a very heavy storm, followed by a great flood, in the month of December 1887. The storm pulled down the roof of the house, and the buildings were partly destroyed. A great quantity of oats in the barn was spoilt, and the cow-house and stable also greatly suffered. The woodman saw the damage that had been done, but said nothing could be done as it was winter. I then went to see Mr. Smith, but he did not come to see the place for a year. We were, through the remainder of that winter and the following summer, living in the house under a tarpaulin. About August he ordered me to carry slates and lime to roof the house, which I did, but was never repaid. In September, Evan Jones, Penrhiw, and another roofed the house. In consequence of the exposure to which they were subjected at the time, my

Mr. Brynmor Jones—continued.

daughter and son-in-law contracted an illness, which ultimately terminated fatally. I had repaired the roofs of the outbuildings myself soon after the damage.

Some months after this I got some timber to repair the floor of the rooms upstairs. But the repairs were not done for about a year after. While the repairs were going on we had to sleep and cook our food in the old outbuildings, which were without windows. They eventually repaired the floors, but left without repairing the partitions. I never received any compensation for the loss caused me.

I had set up some 1,280 yards of wire fencing on the mountain between my farm and Cwmbyr. I had also fenced in a field from the mountain. Nothing was supplied me but the poles, and I had to pay for preparing the poles, and for the wire. I asked Mr. Smith for some acknowledgment. He replied he could not give me any as I had let a great quantity of the fences to fall off. I replied that they had been carried away by the great flood of December 1887.

Some three or four years after that storm I remember talking with Mr. Smith about a road leading to the Cwmbyr mines that had been destroyed by the floods. Mr. Smith wanted me to repair the road, but I refused, as it was water from the Cwmbyr mine that had done the damage. I endeavoured to get Mr. Griffith, the lessee of the mine, to repair the road, but he refused, and said Sir Watkin ought to do it. Mr. Smith threatened me with notice to quit unless I complied. I replied I would give notice myself unless I got new buildings. No notice came from Mr. Smith, but I gave notice. Mr. Smith ultimately repaired the road; he paid 5*l.* for carting, and Sir Watkin's men were there for a fortnight. I did not want to leave Hengwm; I was eager to stay, provided I got new buildings. I told Mr. Smith so, and he said Colonel Hughes would call to see me, and settle everything. I saw Mr. Smith twice afterwards, but he told me on each occasion the farm had been let. I also sent my son-in-law to apply for it, but he got the same reply. I then decided to see Sir Watkin himself, but he happened to be away from home. I left a letter there, and shortly afterwards I received a curt letter from Colonel Hughes declining further negotiations. The farm had not been actually let, but had been informally promised. The proposed new tenant retracted almost at the last moment. The farm was then, a few days before the 25th March, let to Mrs. Evans the present tenant. I left on the 25th March and gave up possession of the house. I was not bound to give up the house till the 12th May, but I received no compensation for giving up possession in March. They repaired all the buildings for the new tenant which they had refused to do for me who had been a tenant for 50 years. They also paid her for haulage.

Water from the Cwmbyr mine used also on occasions to break over the fields, and cause me great loss. I remember a field of barley

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Mr. J. JENKINS.

[Continued.]

Mr. Brynmor Jones—continued.

being destroyed by the leaking of water from the water-course. I also once lost 150 sheep which had come down to the fields from the mountain, and had 'rot' owing to the dampness. I never received compensation for any of these losses. I never managed to lay aside any money while at Hengwm. I used to earn a little by carting for the mine. I had seven children, five of whom are still alive. I could not afford to give them any education. They all worked with me on the farm till they grew up, and took the place of servants, but they never received anything as wages.

70,386. Is that evidence correct?—Yes.

Mr. Richard Jones.

70,387. You say your father gave you 60 sheep and a horse to stock the Hengwm farm. Where did you get the money to buy the four cows?—I saved it.

70,388. Were you in service?—Yes.

70,389. After leaving your father?—Before.

70,390. For how many years were you in service after leaving your father?—I never left my father at all.

70,391. When were you in service?—I was in service with my father after I married.

70,392. Your father was paying you wages after you married?—Yes, about 5s. a week.

The witness withdrew.

Mr. HENRY LESTER SMITH recalled and further examined.

Mr. Brynmor Jones.

70,400. What part of the evidence do you wish to rebut?—Well, I should like to make a general statement. I will go throughout. I have a few notes before me, and I think you will agree with me, when you hear me, that I am in the right direction.

70,401. I do not think we want a general statement. Will you correct the evidence of the facts if you do not agree with them?—The allegation has been made that we would not build for this man. I say that that is an incorrect statement.

70,402. The words he used were, "Would not repair"?—Would not build.

70,403. He says in his statement, "would not repair"—that he could not get the buildings repaired?—I wish to state that Mr. Owen Wynne offered to build him a new house, and he positively refused to carry towards the house.

70,404. He admits that?—At the same time he was carrying to a mine, and he had got horses to do the haulage to this mine, but he would not carry to the house or to the buildings.

70,405. I must ask you to confine your attention to correcting any facts that are inaccurately stated?—I start there, and I go

Mr. Richard Jones—continued.

70,393. Did you consider that by receiving 60 sheep and one horse that you were getting an equivalent for the service that you had given to your father during the years you were with him?—No, I saved the money for the four cows, and I had the 60 sheep and the horse at Hengwm.

70,394. What did Mr. Smith mean by saying that your house was no better than a pigstye?—Ask him, he knows the reason. The house was clean enough, but it was out of repair.

70,395. Have you a copy of the letter which you received from Colonel Hughes?—Oh, no; I did not think it was worth keeping.

70,396. Did you send a letter to Sir Watkin to inform him that you intended calling upon him?—No.

70,397. You say you lost 120 sheep from "rot." What was the date of the loss of the sheep from "rot"?—In those years the water course was open in the fields above the house.

70,398. Did the watercourse leak?—Yes, during floods the water flowed over, and it was absorbed by the surrounding land.

70,399. Had you no other place to put the sheep except in the fields where the water leaked into?—Oh, yes, the mountain was close by, but it was impossible to keep them up in stormy weather.

Re-examined
70,413.*Mr. Brynmor Jones—continued.*

further. This man has positively refused me on several occasions to carry for repairs.

70,406. Did you refuse to repair?—I never refused to repair.

70,407. Did you refuse to repair unless he did the hauling?—I did refuse to repair unless he did the hauling.

70,408. That you say was the dispute between you?—That was the principal dispute. The mine was closed; he lost that occupation; he let the farm run out afterwards; the fences all got down, and he neglected the place very considerably until it went into a very disreputable condition, fences and all. Then, with regard to my saying his house as bad as a pigstye, that was from a sanitary point of view. On very many occasions I had to tell him so—that they were very dirty there. I am very sorry to say that of an old man, but it is quite true.

70,409. That is not rebutting evidence; I do not know that he complains very much of what you say?—He said the house was clean. I say it was dirty, and that was the cause of my reference to it.

70,410. Is there anything you wish to correct in his evidence?—Colonel Hughes can confirm me with regard to my statement that he let the farm get into an awful mess.

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Mr. H. L. SMITH.

[Continued.]

Mr. Brynmor Jones—continued.

70,411. The way in which it strikes me rather is that this was a very old tenant who had been there 50 years. The buildings are admitted by both of you to have been out of repair. You offer to repair on condition that he does the hauling. He refused to do hauling and you accepted his notice to quit.

The witness withdrew.

Mr. JOHN JENKINS recalled and further examined through an Interpreter.

Mr. Brynmor Jones.

70,413. Mr. Smith agrees with most of your evidence. He says that the house was not in a good sanitary condition, but very much what he called a pigstye?—Now please consider the difficulty of keeping a house clean whilst the house is so much out of repair.

70,414. So much for that. The next point that Mr. Smith makes is that he offered to repair if you would do the hauling of the materials at your expense?—I never said that I would not.

70,415. Not do the hauling?—No, never said that I would not.

70,416. Are the Commissioners to understand that you are willing to do the hauling of the materials if they would supply the materials and do the repairs?—Yes, I was willing to do the haulage, and I did not say that I would not, but I was not willing to take a new house.

70,417. You did not want a new house built, you mean?—No, I only wanted a part added to the old house.

70,418. Then Mr. Smith also says that you wanted a reduction of rent. Is that true?—Yes; I told him at Llanbrynmair that I did not want to leave Hengwm if I could have a reduction in the rent.

70,419. Mr. Smith also says that you had run the farm out, and that the fences, and so forth, were in bad condition?—It was in a better state four times than when I had it, and any man who has seen it can say so.

70,420. That is the substance of Mr. Smith's evidence. Do you want to ask Mr. Smith any questions?—No, I have no question to ask him, only I should like to know what reason he has for saying that I let the farm go into a bad state.

70,421-2. (To Mr. H. Lester Smith.) The witness puts this question to you—this is the effect of it—give some grounds for your assertion that the farm was in a bad condition. With your permission, Colonel Hughes will confirm what I have said with regard to the state of the farm when he left it. I should like to tell you that the estate woodman is here, and he told me a few minutes ago that he could confirm what I have said, that he positively refused to do the haulage for the repairs.

70,423. He may have done it at one interview. I take it, what he means is, that he did not really mean to leave the farm on the question

Mr. Brynmor Jones—continued.

70,412. Do you not think you ought to have given in upon the point of hauling?—It did not stop at that. He wanted a reduction of rent as well, and we saw he was pulling the farm all to pieces. He wanted a reduction at the same time, which he has not mentioned.

Mr. Brynmor Jones—continued.

of haulage, but then he also admits that he asked for a reduction of rent, as well.

70,424. (Colonel Hughes.) I have a perfect recollection of going to the farm with Mr. Smith. I found the house in a filthy dirty state, and hopeless altogether, and the farm was in very bad order; that is the state in which I found it. I was given to understand that he had declined to carry. Shortly after the notice came and I said to Smith, "We must act upon it; he has given the notice, it is a hopeless case, we shall never get the fellow right; he has given the notice, we are not to blame, and we will act upon it."

70,425. (To the witness.) Colonel Hughes says he understood you had refused to carry, and therefore he acted upon the notice?—No, I never refused.

70,426-7. (To Colonel Hughes.) It seems a small question to let a tenant of 50 years' standing go for, Colonel Hughes, does it not? I did not see any hope of mending. That was my ground; I did not see any hope of its getting better.

70,428. There are some questions handed up by Mr. T. Griffiths. It is rather late to hand them up, but we will allow them to be put. "Do you remember the time when Mr. Prichard, Ceniarth, planted out that large grove of trees on a plot of common land, about 100 acres?"—Yes, I remember.

70,429. Second question: "For how much money was that grove of timber sold in late years?"—I am not able to say.

70,430. Third question: "Tell, as near as you can, how long is it since Mr. Kenyon, Brynllwydwy, planted out that large plantation on the common land, called Cefnmodfedd, somewhere about 100 acres?"—I cannot say for certain, but I remember the planting of them quite well.

70,431. You are asked to say about how many acres, as near as you can?—Twenty or twenty-five, perhaps, I cannot be certain.

70,432. Fourth question: "Do you remember much common land enclosed in your time?"—No, I do not remember many, but I remember Ceniarth and Brynllwydwy. The Allt-fawr was enclosed a few years before we came to Talybonttrain.

70,433. Where is Brynllwydwy and Allt-fawr?—Quite close to where I lived at Hengwm.

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Mr. A. C. HUMPHREYS-OWEN.

[Continued.]

Mr. Brynmor Jones—continued.

70,434. Was that enclosed when you first knew it?—No, it was enclosed before I remember.

70,435. There is a question handed up by Mr. J. E. Vincent: "What makes you say these

Mr. Brynmor Jones—continued.

"were common lands? Is it the mere fact that they were unenclosed?"—Yes.

70,436. That will do, Mr. Jenkins. We are much obliged to you for coming forward.

The witness withdrew.

Mr. A. C. HUMPHREYS-OWEN, M.P., called and examined.

Mr. Brynmor Jones.

70,437. Do you reside at Glansevern, Montgomeryshire?—Yes.

70,438. And you are M.P. for Montgomeryshire, and Chairman of the County Council?—Yes, I wish to say that an erroneous impression may have arisen from the form of a question handed up on the subject of the contributions by the County Council to public works. The practice of the County Council, which is embodied in its standing orders, is that they will contribute to such works if roads not exceeding one-half—not as was put in the question, absolutely one-half if bridges not exceeding three-fourths of the cost—the other proportion being contributed by the locality either in the shape of contribution from the rates by the local authority, or subscriptions from the landowners or occupiers.

Professor Rhys.

70,439. On that point I should like to ask a question about the bridge, that I asked Colonel Hughes just now, as perhaps you can give the information?—I know the question has been raised and discussed, and I understand that it is in abeyance in consequence of the locality not seeing its way at present to

Professor Rhys—continued.

comply with the requirements of the County Council. The County Council will be quite willing, I believe, to contribute towards that work—of course I cannot, sitting here, pledge it to the full three-fourths.

70,440. You do not know that the County Council have taken any steps to consult the three or four big landowners in this particular district where the bridge is wanted?—No, we leave that to the locality. The locality comes to us and makes an application for a contribution on an improvement, and we say we will make the contribution if the rest of the sum required is made up.

70,441. What does the "locality" exactly mean in his instance—the town of Machynlleth?—No, it would mean probably Machynlleth District Highway Board, possibly also the Highway Board of the adjacent district of the county of Merioneth and the adjoining landowners and occupiers.

Mr. Richard Jones.

70,442. Generally speaking those who would profit by the erection of the bridge?—Yes, exactly.

Re-
examined
75,134.

The witness withdrew.

Adjourned to to-morrow.

14 September 1894.]

Mr. GEORGE H. M. OWEN.

SEVENTY-NINTH DAY.

The Town Hall, Machynlleth, Montgomeryshire, Friday, 14th September 1894.

PRESENT :

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Lord KENYON.

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.

Mr. DAVID BRYNMOR JONES, Q.C., M.P.

Professor RHÛS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.

Mr. EDWIN GROVE.

Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary.

Mr. CECIL E. OWEN, Assistant Secretary.

Mr. GEORGE H. M. OWEN recalled and further examined.

Chairman.

Chairman—continued.

70,443. You have some returns, I believe, which you wish to hand in? — Yes, my Lord. My statement is very short. I am secretary of the North Wales Property Defence Association. On the 10th October last, at the Llangefni sitting of this Commission, I put in three returns for the counties of Anglesey, Carnarvonshire, and Merioneth. The said returns showed in separate columns, (1) name and address, and county of owner; (2) acreage and rental; (3) temporary abatements since 1883; (4) permanent reductions since 1883; (5) observations as to rise and fall of rent, extending for the most part over 50 years. I now beg to hand in similar returns for the counties of Denbigh, Flint, and Montgomery.

	A.	R.	P.
The return for Anglesey handed in October last covers an acreage of - - - - - about	81,982	0	0
That for Carnarvonshire about	184,118	2	0
And that for Merionethshire about	118,784	0	0
The return for Denbighshire which I put in to-day covers about	305,419	1	23
That for Flintshire - about	33,497	3	29
And that for Montgomeryshire about	117,941	0	0
Covering a total acreage for North Wales of - about	841,742	3	12

[The witness handed in the following returns.]

FLINTSHIRE

1.	2.	3.	4.	5.
Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	Acreage and Rental.	Temporary Abatements since 1883.	Permanent Reductions since 1883.	Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
P. W. Godsall, Esq., Iscoed Park, Whit- church, Salop. Flint.	About 900 acres. Rent 1,333 <i>l.</i> , in- cluding 15 cot- tages, of which 11 keep a cow and hold 4 to 6 acres at 174 <i>l.</i>	Many - - -	Don't remember any par- ticulars, but I have made permanent reduc- tions.	No increase or re-valuation.
P. P. Pennant, Esq., Nantlys, St. Asaph. Flint.	1,395 acres. 1,572 <i>l.</i>	Michaelmas 1879, 5 p.c.; Lady Day 1888, 5 p.c.; Michaelmas 1892, 10 p.c.; Lady Day 1893, 10 p.c.	All reduced in 1883 or since. From 1,835 <i>l.</i> to 1,572 <i>l.</i>	At first a rise in conse- quence of capital spent on improvements; after- wards a fall in response to the general fall in prices. Year. Rental. <i>£ s. d.</i> 1856 - 1,683 3 0 1866 - 1,807 18 0 1876 - 1,834 18 0 1893 - 1,572 0 0

Note.—This return does not include land in own occupation or any urban holdings.

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Mr. GEORGE H. M. OWEN.

[Continued.]

1. Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3 Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
Llewelyn Lloyd, Esq., Woodhayne, Bamp- ton Road, Forest Hill, London. Flint.	22 acres. 140 <i>l</i> . (in- cluding 2 houses and cottage).	Some - - - -	- - - - -	Has never raised a rent.
Arthur Phillips Roberts, Esq., Coed dŷ, Mold. Flint.	About 800 acres. Rental 675 <i>l</i> ., in- clusive of 45 acres of accom- modation land at 3 <i>l</i> . per acre, but exclusive of 100 acres in hand, including 50 <i>l</i> . per annum for minerals.	Amounts varying from 5 p.c. to 20 p.c.	Various permanent reduc- tions have been made, in one case as much as 45 p.c., and in another 12 p.c.	—
James Collinge, Esq., Kinnerton Lodge, Chester. Flint.	507 acres. 842 <i>l</i> . -	None - - - - Rents readjusted and farms relet since 1883.	None - - - -	No re-valuation or increase in 50 years.
The Representatives of the late General Isaac Gascoigne and Mrs. Dent. Flint.	581 acres. 466 <i>l</i> . -	1883, 90 <i>l</i> .; 1885, 10 <i>l</i> .; 1889, 13 <i>l</i> .	82 <i>l</i> . per annum - -	No rents raised in 50 years
Thomas Arthur Hope, Esq., Leadenhall House, 101, Leaden- hall Street, London, E.C. Flint.	448 acres. 638 <i>l</i> .	1880-85 (except 1884) about 5 p.c. in manure; 1886-88, 15 p.c.; 1889, 10 p.c.; 1890-91, 7½ p.c.; 1892, 5 p.c.	One farm reduced by 12 <i>l</i> . from 162 <i>l</i> . to 150 <i>l</i> .; since 1888 one tenant whose rent was 205 <i>l</i> . has been allowed 55 <i>l</i> . per annum, so that his rent has practically been reduced to 150 <i>l</i> .	Re-valued in 1864, and in- creased by nearly 8 per cent.
S.K. Mainwaring, Esq., Oteley, Ellesmere. Flint. Denbigh.	350 acres. 389 <i>l</i> .	1883, 30 <i>l</i> .; 1884, 15 <i>l</i> . -	20 p.c. in one case, 1884 -	No re-valuation or increase known in 50 years.
Colonel Arthur Mesham, Pontry- fydd, Trefnant, R.S.O. Flint. Denbigh.	500 a. 1 r. 32 p. 705 <i>l</i> . 10s. 0 <i>d</i> .	15 p.c. - - - -	One-third - - -	Fall of rents.
The Duke of West- minster, K.G., Eaton Hall, Chester. Flint.	2,730 acres - -	1885-90, 25 p.c.; 1890-92, 10 p.c.; Michaelmas 1892, 15 p.c.; Lady Day 1893, 15 p.c.	On one farm - - - -	No re-valuation or increase of rent in 50 years.
W. Carstairs Jones, Esq., Hartsheath, Mold. Flint - - - Denbigh - -	About 800 acres. 900 <i>l</i> . 1,700 " 1,000 <i>l</i> .	In addition 10 p.c. in 1893 - - 10 p.c. in 1893 - -	240 <i>l</i> . 300 <i>l</i> .	—
The Earl of Denbigh, Newnham Paddox, Lutterworth. Flint.	2,057 acres. 2,318 <i>l</i> . 2s. 8 <i>d</i> .	Sept. 29, 1885 to March 25, 1890, 15 p.c.; March 25, 1890 to March 25, 1892, 10 p.c.; March 25, 1892 to March 25, 1893, 20 p.c. (in addition to the permanent reductions, as given in column 4).	141 <i>l</i> . 13s. 0 <i>d</i> . - -	No rents raised during the last 50 years.

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MR. GEORGE H. MOOWEN.

[Continued.]

1. Name and Address of Owner, County, (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
Charles M. Berington, Esq., Little Malvern Court, Worcester- shire. Flint.	242½ acres. 290l.	From Sept. 29, 1885 to Sept. 29, 1891, 10 p.c.; from Sept. 29, 1892 to March 25, 1893, 15 p.c.	One farm reduced from 20l. to 17l. in 1891; landlord also paying tithe reduces the rent to 15l. Another farm reduced 15l. in 1884.	Re-valuation in 1887 rents not advanced.
A. C. Lewis, Esq., 7, Upper Hamilton Terrace, London. Flint.	256 a. 1 r. 37. p. 377l. 10s. 0d.		By amount of tithes 40l.; also rent reduced 81l.	
Harry W. Buddicom, Esq., Penbedw, Mold. Flint. Denbigh.	3,823 acres. 2,645l.	1879 to 1890, 15 p.c., since 10 p.c. Sept. 29, 1892 on farms permanently reduced, and 20 p.c. on others; same to Lady Day 1893.	308l. in 14 years	No valuation. No rent increased in 50 years.
Penypyll Estate Flint.	105 acres. 141l.	March 1885-92, 15 p.c.; Michaelmas 1892, 15 p.c.; March 25, 1893, 15 p.c.	7l. in 1889.	
Mrs. Ellen Roskill, Stocyn, Holywell. Flint.	34 acres - - 26½ acres - -	- - - -	The rent 80l. to Sept. 29, 1885, reduced to 60l. to Sept. 29th, 1892, from that date the rent has been 57l. 10s., landlady paying tithes, about 8l. Former rent for many years 70l. to Sept. 29, 1881; reduced to 55l. to Sept. 29, 1887; present rent, 45l. Another farm, rent 100l. to March 25, 1885; present rent, 80l.	
William Massey, Esq., Cornelyn, Beau- maris. (Land in Anglesey farmed by owner.) Flint.	40 acres. 55l. -	Have been easy about payment of rent, giving time and feeling obliged to relinquish large arrears. Gibbons pays reasonably well, but Davies would, I feel sure, have been evicted by almost any other landlord. Michaelmas 1892. 15 p.c. was allowed Davies, and any remainder due al- lowed Gibbons. As to arrears, I have not relinquished them, but have no intention of enforcing them unless there should be disputes which I do not expect. 15 p.c. allowed on this years rent.	Since the passing of the late Act, I have taken upon myself payment of tithe without any claim for repayment by tenant.	It is perfectly absurd not to recognise the great open- ing there has been to Wales owing to the facility of conveyance during the above time and the consequent improvements of markets. As far as my experience goes, Welsh tenants lay out nothing, landlord does everything. It seems to me a travestie of justice to talk of the rights of tenants under such circumstances. Their rights depend solely on their contracts excluding as they do in these districts a number of applicants.
Thomas Bate, Esq., Kelsterton, Flint- shire. Flint.	From 600 to 800 acres. A good many small hold- ings. Nearly 150 acres accommo- dation land in the town of Flint, and about 100 in Connah's Quay. All property close to Flint and Con- nah's Quay.	- - - -	From 2s. to 10s. per acre. 10s. on accommodation land.	Rents have fallen even on accommodation land in last 20 years, which is all I can speak to with accuracy.
P. B. Davies-Cooke, Esq., Gwysaney, Mold. Flint.	2,731 acres. 3,169l. rental.	10 p.c. in depressed times. 10 p.c. on rent and tithe at the last audit. £. s. d. 1886 297 1 2 1887 275 1 4 1888 212 14 6 1892 114 11 6 1893 230 5 0 in special cases.	376l. since 1881 -	No information prior to 1881.

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MR. GEORGE H. M. OWEN.

[Continued.]

1. Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
Colonel C. J. Trevor Roper, Plas Teg, Mold. Flint.	- - -	Arrears constantly excused. Abatements where re- quired. Michaelmas 1892, 10 p.c. allowed.	In some cases. One farm 10% since last return.	No general re-valuation in 50 years. Individual farms re-valued, and rents reduced.
P. A. Lloyd, Esq., Pentreobin, Mold. Flint.	- - -	Since 1892 and including, 7 p.c.	All permanently reduced in 1888.	No increase or 50 years.
Basil Phillips, Esq., Rhual, Mold. Flint.	500 acres. 560l. about.	20 p.c. in two cases. Michaelmas 1892, 10 p.c.	The 20 p.c. permanent -	No re-valuation or increase in 50 years.
Lord Mostyn, Mostyn Hall, Mostyn.	6,350 acres - -	To those not permanently reduced— 15 p.c. on $\frac{1}{2}$ year's rent due Sept. 29, 1885 10 p.c. do. Mar. 25, 1886 10 p.c. do. Sept. 29, 1886 10 p.c. do. Mar. 25, 1887 10 p.c. do. Sept. 29, 1887 10 p.c. do. Mar. 25, 1888 10 p.c. do. Sept. 29, 1888 10 p.c. do. Mar. 25, 1889 10 p.c. do. Sept. 29, 1889 5 p.c. do. Mar. 25, 1890 5 p.c. do. Sept. 29, 1890 p.c. do. Mar. 25, 1891 5 p.c. do. Sept. 29, 1891 5 p.c. do. Mar. 25, 1892 15 p.c. do. Sept. 29, 1892 15 p.c. do. Mar. 25, 1893 15 p.c. do. Sept. 29, 1893 15 p.c. do. Mar. 25, 1884	The majority of the tenants dependent upon agri- culture have been per- manently reduced at different periods since 1885 (chiefly in 1886 and 1887) from 10 to 24 p.c. In addition to these permanent reduc- tions they have received 10 p.c. on $\frac{1}{2}$ year's rent due Sept. 29, 1892 10 p.c. do. Mar. 25, 1893 10 p.c. do. Sept. 29, 1893 10 p.c. do. Mar. 25, 1894	-----
Sir Pyers W. Mostyn, Bart., Talacre, Flint- shire. Flint.	About 4,015 acres ; rental 5,054l. There are a number of small tenants on the estate (not agricultural) which are not included.	From 1885 to 1889, 15 p.c. From 1890 to 1892, 10 p.c. From 1892 to 1894, 15 p.c.	Have been made on seve- ral farms amounting to about 340l. per annum.	-----
Harry Barnston, Esq., Crewe Hill, Farndon, Cheshire. Flint. Denbigh. Merioneth.	About 924 acres ; rental about 440l.	1886 to 1890, 25 p.c. Michaelmas 1892, 15 p.c. Lady Day 1893, 15 p.c. Michaelmas 1893, 15 p.c.	One farm from 140l. to 100l. " " 62l. to 50l. " " 84l. to 75l. Landlord paying the tithe, about 13l. a year ; land from 10l. to 7l. 10s.	-----
Richard Pelham War- ren, Wortling House, Basingstoke, Hants. Flint.	Acreage 860 acres ; rental 929l. 7s. 1d.	Up to and including the year 1892, 397l. 18s. 10d.	About 95% - - -	1880, 1,044l. 1892, 951l.

DENBIGHSHIRE.

The Trustees of the late Rev. J. S. Dar- well ; William Tre- vor Parkins, Esq., Glasfryn, Gresford ; Capt. B. T. Griffith- Boscawen, Trevalyn Hall, Rossett ; joint owners of the Tre- valyn Estate. Denbigh. Flint.	About 2,350 acres. About 3,000l., agricultural. Two water corn- mills and several cottages with gardens only not included.	1885-7, 10 p.c. allowed ; 1887-93, 10 p.c. al- lowed ; except where permanent reductions were made, or tenants merely holding meadows, and not residing on the estate.	Since 1886, 326l. -	No re-valuation of the estate made since 1834, though some rents have been raised meanwhile, but mostly reduced again.
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14 September 1894.]

Mr. GEORGE H. M. OWEN.

[Continued.]

1. Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
Major J. Jocelyn Ffoulkes, Eriviatt, Denbigh. Flint.	1,662 acres. 2,088 <i>l</i> .	In many cases since 1879. 1892, made arrange- ment with bank to help tenants at his expense.	279 <i>l</i> . since 1879, and also all the tithe now al- lowed.	Rent reduced 25 p.c. in 1815; so remained till 1834. Some increases since; but 1887, when reduction made, sub- stantially the same as in 1834.
R. M. Biddulph, Esq., Chirk Castle, Chirk. Denbigh.	7,640 acres. Rental of 34 farms averaging about 120 acres each = 5,708 <i>l</i> . The above inclusive of one sheep- farm, moorland, of 3,614 acres, rent 346 <i>l</i> .	Michaelmas 1879 to Michaelmas 1889, 10 p.c. - 5,200 Lady Day 1892 to Lady Day 1893, 10 p.c. - 520 £5,720	394 <i>l</i> . 10 <i>s</i> . 4 <i>d</i> . per annum since 1875.	Partial re-valuation in 1875 raised some rents, but reductions have since been made, so that the rental is considerably less than before the re-valuation.
Major-General Wynne, Coed Coch, Aber- gele. Denbigh. Carnarvon. Flint.	About 9,000 acres. About 7,000 <i>l</i> .	From 1884 to 1890, 10 p.c. Several had allowances continued, and all the tenants are again getting 10 p.c.	Several - - -	Re-valuation, 1858. Some increase in a few cases on change of tenants; now mostly cancelled by reductions.
Lieut.-Col. Meredith, Pentrebychan Hall, Wrexham. Denbigh.	434 acres. 774 <i>l</i> . agricultural.	1885-88, 10 p.c. - - -	1888 onwards, 10 p.c. all round.	No increase in 50 years, but a reduction of 10 p.c.
Col. W. Cornwallis West, Ruthin Castle, Ruthin. Denbigh.	10,587 acres -	Michaelmas 1892, 10 p.c.; Lady Day 1893, 10 p.c. in most cases.	Nearly all reduced 10 to 20 p.c., and some as much as 25 and 30 p.c.	Some farms raised years ago, but now reduced.
T. G. Jones- Mortimer, Esq., Sun Hill, Clevedon, Somerset. Denbigh.	29 acres. 40 <i>l</i> . -	10 p.c., about 10 years; Michaelmas 1892, 10 p.c.	- - - -	16 years ago the rents, two occupiers, were house 160 <i>l</i> ., and land 40 <i>l</i> . = 200 <i>l</i> .. Now house is 75 <i>l</i> . and land 40 <i>l</i> . = 115 <i>l</i> . In 1892, reductions, 10 p.c. on land, and also repairs, drainage, &c., 43 <i>l</i> . 17 <i>s</i> . 10 <i>d</i> . This year, 1893, for house tenant 18 <i>l</i> . 15 <i>s</i> . 3 <i>d</i> . The whole quarter's rent allowed towards a new pump.
Miss Adelaide Roberts, 9, Castle Street, Ruthin. Denbigh. Carnarvon.	718 acres. 140 <i>l</i> .	1886-88, 20 <i>l</i> . per annum; 1889-91, 6 <i>l</i> . per annum; Michaelmas 1892, 10 p.c. in one case, and very considerable arrears in Carnarvon- shire (50 <i>l</i> .).	None. 1892; pays tithe in Denbighshire and makes no charge.	Braichydinas once raised to 150 <i>l</i> . per annum during present "taking," but reduced after two years (1879 about) to 120 <i>l</i> .
John Edward Oldfield, Esq., Ffarm, Aber- gele. Denbigh. Carnarvon. Flint.	1,000 acres -	1 p.c., May 1886; 10 p.c., Dec. 1886; 10 p.c. in 1887; 10 p.c. in 1888; 5 p.c., Dec. 1892; 5 p.c., May 1893.	Some - - -	No re-valuation, but some rents raised in 50 years.
T. D. Thomas, Esq., Bank House, Stour- bridge. Denbigh. Flint.	3,464 acres. 868 <i>l</i> .	Large sums in abatement and reductions.	Never raised a rent. Per- manent reductions, 107 <i>l</i> . 0 <i>s</i> . 2 <i>d</i> ., exclusive of occasional allow- ances.	—
Mrs. Wynne Yorke, Dyffryn Aled, Abergele. Denbigh.	4,200 acres. Less than 3,000 <i>l</i> .	- - -	Permanent reduction of 10 p.c.	No re-valuation in 50 years, nor rents raised as a whole.

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Mr. GEORGE H. M. OWEN.

[Continued.]

1. Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
Mrs. Mainwaring, Galltfaenan, Tref- nant, Denbighshire. Denbigh.	3,900 acres. 3,000 <i>l</i> .	1886-87, 10 p.c.; 1888- 89-90, 15 p.c.; Michael- mas 1892, 10 p.c. and tithes; Lady Day 1893, 5 to 10 p.c. and tithes.	On three or four farms -	A re-valuation within 50 years. Some sents raised.
Duncan Miller, Esq., Glanaber, Abergele. Denbigh.	100 acres. 74 <i>l</i> . -	10 p.c. in bad seasons -	By amount of tithe which equals 12½ p.c., roughly.	Had in March 1893 re- ceived no rent for 1892.
Mrs. Williams-Wynn, Cefn, St. Asaph. Denbigh. Carnarvon. Flint.	2,000 acres. 2,300 <i>l</i> . (including cot- tages and accom- modation land).	1886-89, 15 p.c.; Michael- mas 1892, 15 p.c.; 1893, 15 p.c.	On three farms in last ten years.	No re-valuation as a whole in 50 years. Rental has been reduced.
W. Kerr, Esq., Maes- mor, Corwen. Denbigh. Montgomery.	2,100 acres -	About 10 p.c., annually. Michaelmas 1892, 10 p.c.; and Lady Day 1893, 10 p.c.	10 p.c., Denbigh. 20 p.c. Montgomery.	Some rents have been raised in 50 years.
Richard James, Esq., solicitor, Dyffryn Aur, Llanrwst. Denbighshire. Carnarvonshire. Cardiganshire.	564 acres. 363 <i>l</i> . -	1892, 3½ p.c. - -	4 <i>l</i> ., including farms pur- chased.	No increase in 50 years.
W. D. W. Griffith, Esq., Garn, Tref- nant, R.S.O., Den- bighshire. Denbigh. Flint.	2,225 acres. Rental in 1883, 2,060 <i>l</i> .	Total amount allowed in abatements, <i>i.e.</i> , rent remitted from 1883 to 1892 inclusive, 871 <i>l</i> . 3 <i>s</i> . 9 <i>d</i> . Total - - 1,547 12 4 871 8 9 2,418 16 1	Total amount of reduc- tions of rent, from 1883 to 1892 inclusive, taking rents of 1883 as the standard, 1,547 <i>l</i> . 12 <i>s</i> . 4 <i>d</i> . £ s. d. 1,547 12 4 871 8 9 2,418 16 1	So far as I can trace, there has been no valuation of the estate for generations; certainly none for 60 years. No rent on the estate has been raised so far back as can be traced, except in the case of two farms near Rhyl, which were raised from very old rents, one in 1869 and the other in 1880, on reletting to fresh tenants; since 1884 both have been reduced to the previous rents.
John Blackwall, Esq., Hendre, Llanrwst. Denbigh.	About 270 acres. 418 <i>l</i> ., or with tithe 449 <i>l</i> . 18 <i>s</i> .	15 p.c. 1892, 15 p.c., and gave each tenant 5 <i>l</i> .	All farms - - -	No re-valuation or increase of rent in 50 years; but on the other hand a large reduction.
Sir Theodore Martin, K.C.B., Bryntsilio, Llangollen. Denbigh.	About 1,100 acres. 400 <i>l</i> .	10 p.c. for some years (farmers then said they did not want it). 10 p.c. again in 1892.	None - - -	No re-valuation or increase in owner's time. He purchased.
W. Bostock, Esq., Plas Euryrn, Colwyn Bay. Denbigh. Carnarvon.	500 acres (mostly in hand).	20 p.c. to a tenant under notice for five years (unsanitary house) who would not go, but he has since left, and given him a year's rent.	None - - -	Re-valuation in 1879 showed rental too low, but re- mained unaltered; one farm increased on change of tenancy. (One of my tenants holds at 1 <i>l</i> . per acre, and pays 3 <i>l</i> . an acre for land ad- joining.)
Simon Yorke, Esq., Erddig Park, Wrex- ham. Denbigh.	About 3,000 acres	10 p.c. since 1879 -	10 p.c. since 1885 -	Fall of rent since the period named.

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MR. GEORGE H. M. OWEN.

[Continued.]

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Trustees of the late Mrs. Godfrey, Bry- nestyn, Wrexham. Denbigh.	300 acres - - -	10 p.c. since 1879 - - -	10 p.c. since 1885 - - -	Fall of rent since the period named.
William Jones, Esq., Minafon, Colwyn. Denbigh chiefly.	550 acres. 368 <i>l.</i> -	Since 1883 amounting to 162 <i>l.</i> 10 <i>s.</i> , and 1892, last half, 10 p.c.	32 <i>l.</i> per annum - - -	No re-valuation or increase of rent in 50 years.
Meilir Owen, Esq., Mysevin, Denbigh.	800 acres - - -	10 p.c. - - -	On one farm - - -	Re-valuation in 1879 showed rental too low, but remained unaltered. One farm increased on change of tenancy.
William Corbet Yale, Esq., Plas-yn-Yale, Corwen. Denbigh.	Excluding demesne lands, holdings, lands under 2 acres, flour-mill and cottages. 823 acres. 590 <i>l.</i>	Within the last 8 years 61 <i>l.</i> , more than 10 p.c. on rental; besides Mi- chaelmas 1892, 10 p.c.; and Lady Day 1893, 10 p.c.	65 <i>l.</i> 2 <i>s.</i> on a rental of 486 <i>l.</i>	Rental 1867, 597 <i>l.</i> ; rental 1893, 590 <i>l.</i> ; decrease 7 <i>l.</i> Field valuation 1822, 590 <i>l.</i> ; 823 acres, when only 19 acres of wheat and 8 acres of barley were grown on the estate, the remainder being oats and pasture. Valuer, James Boydell, of Chester, only describes one house as "in good repair."
H. R. Hughes, Esq., Kimmel, Abergelle. Denbigh. Flint. Carnarvon.	16,223 acres. 19,400 <i>l.</i>	1885-89, 10 p.c.; 1892, 10 p.c. to all tenants above 10 <i>l.</i> , and special allowance to sufferers from floods. 10 p.c. continued in 1893.	Very considerable on Lleweni and Glanywern, but less on Kimmel, which is on old and low valuation. The total reduction is 1,000 <i>l.</i> per annum.	No re-valuation in 50 years; no increases of rent in owner's time. Rentals of 1812 show rents to have been considerably higher than now.
Colonel Bonnor, Bryn y Gwalia, Os- westry. Denbigh.	2,200 acres. 1,400 <i>l.</i>	10 p.c. in bad years; Mi- chaelmas 1892, 10 p.c. on all farms above 20 <i>l.</i> rent.	Some - - -	No increase in 50 years.
John Burton, Esq., The Old Parsonage, Gresford. Denbigh.	670 acres - - -	Several - - -	In several cases 10, 7, and 5 p.c.	Rents lower than formerly, and 7½ p.c. below re- valuation made by an independent valuer in 1875.
Capt. John C. Best, Vivod, Llangollen. Denbigh.	- - -	Sept. 1885 to March 1889, 10 p.c.; Sept. 1889, 5 p.c.	99 <i>l.</i> (besides a reduction since 1872 of 50 <i>l.</i>)	No re-valuation or increase of rent in 50 years.
Henry R. Sandbach, Esq., Hafodunos, Abergelle. Denbigh. Carnarvon.	5,000 acres. 3,000 <i>l.</i> about.	Many since 1883 in indi- vidual cases, general per-centage disap- proved; 1892, last audit, 5 to 25 p.c.; 1893, 100 <i>l.</i> given back in 6 cases.	Considerable, varying from 10 to 40 p.c., and in several cases owner has undertaken tithe rentcharge without any addition to rent. (Since above) 8 farms reduced by 184 <i>l.</i> Permanent reduction since 1883 is 543 <i>l.</i> , or 17 p.c. on former rental.	No re-valuation since 1830. No rent raised except for drainage or new buildings. No rent raised at all for 20 years.
Trustees of the late Captain Craven, Burton Hall Estate, Denbigh. Denbigh. Flint.	665 acres. 819 <i>l.</i> -	1879 and 1880, 10 p.c. allowed; 1892, Abate- ment as before.	1886, 218 <i>l.</i> ; 1893, 20 p.c. allowed on two farms to be expended on bones, manures, or drainage.	No increase made that I am aware of for 50 years except for new buildings, where in some cases interest has been charged.
George Rooper, Esq., Nascott House, Watford. Denbigh.	About 850 acres. Farms about 15 <i>s.</i> per acre.	None asked - - -	Two farms, 10 p.c.	No re-valuation or increase in 50 years.

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[Continued.]

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John Robert Burton, Esq., Minera Hall, Wrexham. Denbigh.	600 acres - -	In special cases according to merits.	Five cases, 16 p.c., 22 p.c. 15 p.c., 8 p.c., and 11 p.c.	Re-valuation reduced re- ceipts. Large farms lower than in 1831.
Trustees of the late R. O. Mouldsdaie, Esq., Llanwrst. Denbigh.	1,500 acres. 862 <i>l</i> . agricultural.	1885-87, 10 p.c.; 1888 and 1889, 5 p.c.; 1892, 10 p.c.	On farms 50 <i>l</i> . - -	_____
Charles William Townshend, Esq., Trevalyn, Rossett, R.S.O. Denbigh.	1,300 acres. 1,450 <i>l</i> .	In special cases often. My practice has been to expend sums in bones and drainage rather than in abatements.	None - - -	No re-valuation or increase in 50 years.
Colonel S. P. Lynes, Derby House, Colchester. Denbigh. Merioneth.	5,200 acres. 1,600 <i>l</i> . including house and shooting.	10 p.c. since 1883; 10 p.c. last half 1892; 10 p.c. first half 1893.	All permanently reduced in 1888 at least 10 p.c.	Re-valuation 1887, rents reduced in most cases, but increased in a few
Rev. R. Jones Roberts, Pool Quay Vicarage, Welshpool. Denbigh. Merioneth (Trust Estate). Carnarvon.	About 1,500 acres. 730 <i>l</i> . Trust Estate. About 400 acres. 204 <i>l</i> .	Paid tithe in lieu of 10 p.c. came to rather more, in some cases a good deal more than 10 p.c.; 5 p.c. additional given at last two audits. Trust Estate. None generally. Tithe paid for one tenant for a few half years.	- - - -	I have had very little alteration since 1870, merely one farm slightly reduced, and I believe in my father's time, that what rise there has been, has been principally due to altered boundaries, drainage interest, or possibly in one or two cases, too much money having been spent in improving the farm. Sometimes the same rent is paid as 50 years ago, and more, and in others actually less, as Esgairebrill, 1844, 70 <i>l</i> .; 1872 to 1893, 60 <i>l</i> . Trust Estate. I cannot tell when the rents were fixed, but the owner was made a ward in Chancery in 1858, and there has been no change since then, and probably for some time before that.
Major Tottenham, Plas Berwyn, Llangollen. Denbigh. Merioneth.	6,000 acres - -	Often 10 to 5 p.c.; Mi- chaelmas 1892, 15 p.c.; Lady Day 1893, 15 p.c.	21 farms permanently, and many for a term of years.	Knowledge limited to 1878; no rents raised since.
The late Charles Townshend, Esq., Upton Bank, Ches- ter. Denbigh. Merioneth.	1,000 acres 842 <i>l</i> . not purely agri- cultural.	10 to 15 p.c. generally -	1890, 80 <i>l</i> . about, and tithe allowed on four farms.	Rents are now as in 1876; but tithe is now paid by landlord instead of ten- nant in most instances. There was a re-valuation in 1877, and some rents were raised, but this has not been adhered to.

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MR. GEORGE H. M. OWEN.

[Continued.]

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Capt. Conwy Rowley Conwy, Bodrhyddan, Rhuddlan, R.S.O.; Sir Edward Bates, Bart., Gyrn Castle, Llanasa; H. D. Pochin, Esq., Bodnant, Eglwysbach, R.S.O.; the representatives of the late Richd. Hemming, Esq., Caerhun, Conwy.	19,000 acres	1885-88, 10 p.c.; Michaelmas 1889, Lady Day 1890, Michaelmas 1891, Lady Day 1892, 5 p.c.; Michaelmas 1892, 10 p.c.	On four farms; no other reductions asked.	Have not known the estates 50 years.
Flint. Denbigh. Carnarvon. Montgomery.				
Major Heaton, Plas Heaton, Trefnant.	1,200 acres. 1,640l.	Mostly low rented, on lease; 10 p.c. to all others in depressed times, amounting to about 80l. per annum.	Being low rented and on lease, very few permanent reductions.	— — —
Denbigh.				
Sir George A. Cayley, Bart., Llannerch Park, St. Asaph.	2,040 acres. 2,632l.	Many; in some cases, 25 p.c.; Michaelmas 1892, from 10 to 15 p.c.; 1893, 10 p.c. on rent and tithe; in some cases, 15 p.c., and in one 20 p.c.	1876-86, by 575l.; 1892, one reduction of 20l.	No remote information.
Denbigh. Flint.				
A. T. Jebb, Esq., The Lyth, Eilesmere.	About 1,380 acres. 900l. (or about), after deducting the tithe paid by me.	5 p.c. to two tenants (on rents of 155l. and 65l. respectively) for payment within one calendar month of rents becoming due.	None, except payment of tithe by landlord instead of tenant in certain cases, being a difference in one case of from 30l. to 40l. in favour of tenant.	No re-valuation in 50 years. Rents are calculated for good and bad years.
Denbigh.				
Sir Roger H. Palmer, Bart., Cefn Park, Wrexham.	850 acres. 1,120l.	1886-89, 10 p.c.; 1892, last half, 10 p.c.	10 p.c. on three mountain farms.	Re-valuation (1887) would have justified increase, but none made in 50 years.
Denbigh. Flint.				
Lord Newborough, Glynllifon, Carnarvon.	5,873 acres. 2,175l.	1886-88, 10 p.c.; 1892, second half, 15 p.c.	None - - -	No re-valuation or rent raised for 100 years.
Denbigh. Merioneth.				
Rev. B. Jones-Bateman, Pentremawr, Abergelle.	- - -	Some - - -	Some - - -	No re-valuation and no increase of rent in 50 years.
Denbigh.				
Peter Ormrod, Esq., Penylan, Ruabon.	1,600 acres. 1,800l.	In bone and manure, 10 p.c., and for the last two years 10 p.c. in addition to the above.	None - - -	No re-valuation or increase in 50 years.
Denbigh.				
Sir John H. Puleston, 2, Whitehall Court, London, S.W.	250 acres. 500l., about.	10 to 20 p.c., in one case to tenant who bid within 100l. of owner at time of purchase, and on the larger farm, which the tenant elected to take on lease for 14 years, liberal deductions made.	- - -	No re-valuation in 50 years known. No rent raised since purchase, 20 years ago.
Denbigh.				
Lord Bagot, Blithfield, Rugeley.	19,000 acres. 7,496l. (including sporting rents and partly furnished houses).	In various cases. Michaelmas 1892, 10 p.c.; Lady Day 1893, 10 p.c.; Michaelmas 1893, 10 p.c.	In some cases - -	1866. Re-valuations showed farms to be underlet, but rents were not raised.
Denbigh. Merioneth.				

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[Continued.]

1. Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
Richard Kerfoot, Esq., Gwynfryn, Abergelle. Denbigh.	10 acres. 80 <i>l</i> . -	None - - -	None - - -	No re-valuation or increase in 50 years.
Sir Watkin Williams- Wynn, Bart., Wynn- stay, Ruabon. Denbigh. Flint. Montgomery Merioneth. Salop. Cardigan.	137,025 acres. 46,798 <i>l</i> .	Allowed 1885 to 1890, and special allowances, Michaelmas 1892, 15 p.c.	In many cases. 1892, one reduction of 50 <i>l</i> , some minor.	No general re-valuation, but some increases of rent, never on sitting tenant or his family.
Colonel Hugh R. Hughes, Ystrad, Denbigh. Denbigh. Flint.	1,800 acres. 2,451 <i>l</i> .	From time to time as was considered advisable.	Very considerable reduc- tions, in several cases up to 25 <i>l</i> . p.c.	—
Richard Methven Ro- berts, Esq., Plasyn- green, Denbigh. Denbigh.	607 a. 1 r. 23 p. 602 <i>l</i> . 8 <i>s</i> .	Michaelmas 1885 to Mi- chaelmas 1889, 10 p.c. Michaelmas 1892 to Lady Day 1893, 10 p.c. Michaelmas 1893 to Lady Day 1894, 5 p.c. Special allowance of half-year's rent in one case to meet losses sustained Michaelmas 1887.	103 <i>l</i> 4 <i>s</i> . - - -	No particular remarks to offer.
Capt. T. A. Wynne Edwards, Park Cot- tage, Denbigh. Denbigh. Flint.	2,600 acres. 1,100 <i>l</i> . (about).	1886-90, 10 p.c. on all farms above 20 <i>l</i> ., also Lady Day rental 1893. 15 p.c. on all farms above 20 <i>l</i> ., and 10 p.c. on all below that amount on Michaelmas rental 1893 and Lady Day 1894.	On four farms - - -	Twenty years ago tenant for life reduced rents to avoid expense of repairs. Repairs done and rents brought back to original figure.
Rev. Canon Haygarth, The Vicarage, Wim- bledon. Denbigh. Merioneth.	1,820 acres. 1,800 <i>l</i> . 450 acres. 96 <i>l</i> . (mountain chiefly).	10 p.c. for four years after 1883, and the same since Lady Day 1892. For four years after 1883, 10 p.c.	Several considerable re- ductions.	—
* * * * * Carnarvon. Denbigh. Flint.	3,885 acres. 3,666 <i>l</i> . agricultural (in- cluding accom- modation land).	1885-89, 10 p.c. Since, 5 p.c. Michaelmas 1892, 15 p.c.	On several farms -	No re-valuation and no in- crease of individual rent in 50 years.
John Jones, Esq., Mossfields, Whit- church. Denbigh.	300 acres. 306 <i>l</i> . -	1892, 10 p.c. - -	- - - - -	Re-valuation in 1874 showed higher rentability, but rents not raised.
Mrs. McEwen, Pen- rallt, Abergelle. Denbigh.	75 acres. 50 <i>l</i> . -	- - - - -	15 <i>l</i> . - - - -	—
Colonel Henry How- ard, Wygfair, St. Asaph. Denbigh. Flint.	1,530 acres. 1,792 <i>l</i> .	Some. 1892, 10 p.c. - Total 26 p.c.	16 p.c. - - - - 26 p.c.	No re-valuation or rise in rent in 50 years.
Sir Robert A. Cunliffe, Bart., Acton Park, Wrexham. Denbigh.	2,200 acres. 3,215 <i>l</i> . exclusive of resi- dential property.	1887-89, to all tenants except recent takers, 10 p.c. March 1892, 10 p.c. Nov. 1893, 10 p.c.	200 <i>l</i> . - - - -	Rental as in 1860.

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Mr. GEORGE H. M. OWEN.

[Continued.]

MONTGOMERYSHIRE.

1. Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
Captain D. H. Mytton, Garth, Welshpool. Montgomery.	3,300 acres. 4,489 <i>l</i> .	10 p.c. - - - -	10 p.c. in many instances	No tenant's rent was raised when prices were good, and the permanent fall in value of rent is in my opinion 10 p.c. in addition to temporary abate- ment.
Major Henry Lloyd, Pitsford Hall, Northampton. Montgomery.	285 acres. 300 <i>l</i> .	15 p.c. for three years prior to 1892. Michael- mas 1892, 15 p.c. to farm tenants in bone manure but not to cot- tagers.	23 p.c. on one farm (211 <i>l</i> . to 162 <i>l</i> .) from Septem- ber 1887.	No re-valuation and no increase of rent in 50 years.
The Right Hon. the Earl of Powis, Powis Castle, Welshpool. Montgomery.	45,000 acres. Nett rental, Lady Day 1891. 25,894 <i>l</i> .	<i>£</i> Lady Day 1884 - 1,770 1885 - 1,700 1886 - 1,779 1887 - 2,700 1888 - 2,067 1889 - 1,818 1890 - 1,172 1891 - 1,242 <i>£</i> 14,248 A further temporary abate- ment of 10 p.c. amount- ing to 2,000<i>l</i>. per annum has been made from the new rents due Lady Day 1893.	700 <i>l</i> . since 1888, which with the temporary abatement, since Lady Day 1891 been made permanent.	10 years to Lady Day 1891 Day 1849 - 272,586 Do. 1859 - 264,642 Do. 1869 - 283,685 Do. 1879 - 293,348 Do. 1889 - 269,884 Lady Day 1890 - 27,206 Do. 1891 - 27,186
Major Corbett Winder, Vaynor Park, Ber- riew, R.S.O. Montgomery.	5,157a. 2r. 9p. 5,465 <i>l</i> . 8s. 3d.	10 p.c. and 15 p.c. on the rental of 4,256 <i>l</i> .; also small allowances made to tenants amounting to about 2 p.c.	12 p.c. on a rental of 846 <i>l</i> . 12s.	There have been no altera- tions of any importance on the estate, except as shown in the preceding columns.
Trustees of the late General Woosnam. Montgomery.	1,162 acres. 1,118 <i>l</i> .	Since 1879. Michaelmas 1892, 15 p.c. for three years.	Some farms	A re-valuation and slight increase.
Executors of the late P. Elwell, Esq. Montgomery.	1,390 acres. 404 <i>l</i> .	1885-89, 10 p.c.; 1889-92 5 p.c.; Michaelmas 1892, 15 p.c.; 15 p.c. agreed to be given for three years from Michaelmas 1892.	10 p.c. all round - -	Valuation on purchase in 1865; increase 15 p.c.
Sir John Conroy, Balliol College, Ox- ford. Montgomery.	1,701 acres. 1,117 <i>l</i> .	1885 to 1890, 20 p.c.; Michaelmas 1892, 15 p.c.	1890, 10 p.c. all round -	Re-valuation 1876; rise 10 p.c. (vide col. 4 for 10 p.c. reduction).
S. Barlow Wright, Esq., Pantidal, Ma- chynlleth. Montgomery.	139 acres - -	Purchased, 1889. 10 p.c. allowed on Mi- chaelmas rent 1892, and intend allowing same on Lady Day when paid.		Never raised a rent.
Rev. J. B. Williams, Dolanog, Llanfair Caereinion, Welsh- pool. Montgomery.	1,280 acres. 615 <i>l</i> .	10 p.c. in bad years -	60 <i>l</i> . in 10 years -	Re-valuation in 1868, raised rental 100 <i>l</i> .; re-valuation 1886, reduced rental.
Thomas Gill, Esq., Brynderwen, Bwlch- yeibau, R.S.O. Montgomery.	320 acres. 320 <i>l</i> .	None - - - -	5 <i>l</i> . per annum to widow -	No re-valuation or increase known in 50 years.

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MR. GEORGE H. M. OWEN.

[Continued.]

1. Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reduction since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
John Pugh Vaughan Pryse, Esq., Bwlch- bychan, Llany- byther, R.S.O. Montgomery, &c.	- - -	10 p.c. from Lady Day 1888, including the new tenant (who was allowed 20l. for three years for exhausted farm) from the time that allowance ceased.	—	—
Rev. R. M. White, Churchstoke Rec- tory, Montgomery- shire. Montgomery.	65 acres. 50l. -	1892, last half, 10 p.c.	10l. - - -	Re-valuation reduced re- ceipts.
Mrs. Bulkeley Wil- liams, Plas Mere- dith, Garthmyl, Montgomeryshire. Montgomery.	262 acres. 222l. -	1890 and 1891, 10 p.c.; Lady Day 1892, 5 p.c.; Michaelmas 1892, 10 p.c.	General reduction in 1885	Re-valuation 1889, but rents remain as before, i.e., none raised in 50 years.
Evan Woosnam Sa- vage, Esq., Glan- dulas, Newtown. Montgomery.	625 acres - -	1892, last half, 10 p.c.; 1893, first half, 10 p.c.	10 to 14 p.c. - -	No re-valuation in 20 years, which is all that owner knows.
Col. and Mrs. Lloyd Verney, Clochfaen, Llanidloes. Montgomery. Radnor.	5,600 acres. 1,325l. (mortgage of 17,000l. left by former pro- prietor).	$\frac{1}{2}$ year ending Lady Day 1888. Do. Michaelmas 1888. Do. Lady Day 1889. Do. Lady Day 1892. Do. Michaelmas 1892. Do. Lady Day 1893. 10 p.c. returned on each of these occasions.	178l. 14s. - -	Valuations at various times, and reduced ac- cordingly.
Sir Henry Wiggin, Bart., Garthgwy- nion, Machynlleth. Montgomery.	1,250 acres. 400l.	5 and 10 p.c. often; 1892, second half, 10 p.c.	None - - -	Re-valuation on purchase 18 years ago.
Rev. T. B. M. Owen, Tedsmore, Oswestry. Montgomery.	800 acres. 195l. -	None - - -	None - - -	No re-valuation or increase in 50 years.
Charles Harrop Beck, Esq., Upton Priory, near Macclesfield. Montgomery.	2,900 acres. 1,413l.	1883-92, average of $7\frac{1}{2}$ p.c. 1892, second half, 10 p.c. on all over 10l. rental. 1893, first half, 10 p.c. on all over 10l. rental.	10 p.c. since 1883 - -	No re-valuation in 50 years of estate as a whole.
Evan Jones Owen, Esq., N. & S. Wales Bank, Limited, Llanrwst. Montgomery.	80 acres. 90l. -	Farm only let during last 24 years (since March 1891). 1892, second half, 15 p.c. and continued since (at same rate).	—	No re-valuation in 50 years.
J. Marshall Dugdale, Esq., Llwyn, Llan- fyllin, Oswestry. Montgomery.	923 acres (let). 1,036l.	Some in 1883 and 1884. 1892, last half, 10 p.c.	Reduced most rents on becoming owner, 70l. on two farms. 1892, one rent reduced 5l.	No re-valuation in 50 years. Rents reduced.
Charles Watkin Wil- liams Wynn, Esq., Coedymaen, Welsh- pool. Montgomery.	1,800 acres. 1,628l.	1885-91, 10 p.c.; in some cases 15 p.c.	10l. on one farm - -	No cases of rent raised ex- cept interest on drainage.
Rev. T. J. Williams and the Misses Williams, Waddes- don Rectory, Ayles- bury. Montgomery.	500 acres. 667l. -	10 p.c. often. 1892, last half, $17\frac{1}{2}$ to 10 p.c.	15l. on one farm. None asked.	Re-valuations used to in- crease, but now reduce rental.

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Mr. GEORGE H. M. OWEN.

[Continued.]

1. Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reduction since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
P. Arthur Beck, Esq., Derwen, Welshpool. Montgomery.	108 acres. 166l. -	1885, 20 p.c. -	Rental reduced by 39l. in 1887.	Re-valuation resulted in re- duction. Remission made in last Lady Day rents, 22l. 5s. All the tenants brought their full rents, and asked for no reduction, but con- sidering the bad times, I allowed them the above remission, viz., 22l. 5s.
Capt. John Kitto, Glandwr, Llanidloes. Montgomery.	650 acres -	Some, and at Michaelmas 1892, 20 p.c.	None - - -	No re-valuation or increase in 30 years.
C. H. A. Hamer, Esq., Oakville, Belle Vue, Shrewsbury. Montgomery.	496 acres. 352l. -	1892, second half, 10 p.c. 1893, first half, 10 p.c.	20l. for 3 years on one farm.	
Evan Kinsey, Esq., Maesmawr, Caersws. Montgomeryshire.	570 acres - -	As I did not increase my rents during the good times my tenants were satisfied for some time. 1892, second half, 10 to 7½ p.c., and in some cases tithes.	One farm left me in 1883, 20 p.c. and tithes. One farm 15 p.c.	Rent generally same as in 1849.
Sir John Coke, K.C.B., and Rev. William Coke. Montgomery.	864 acres. 381l., tithe free.	10 p.c. and 5 p.c. on occasions. March 1893, part 5 p.c. and part 10 p.c.	On 10 farms out of 11	Re-valuation in 1860 caused slight increase, which is now cancelled and rents reduced by nearly 20 per cent.
Lord Sudeley, Gregynog, Newtown. Montgomery.	18,072 acres. 12,404l., inclu- ding cottages.	1884, 5 p.c.; 1885 and 1886, 15 p.c.; 1887, 20 p.c.; 1888, 7½ p.c.; 1890, 5 p.c.; 1891, 10 p.c.; 1892, 20 p.c. (Half year) Lady Day 1893, 20 p.c.	On 56 farms 14½ p.c. on the average (Lady Day 1892 all who had not been reduced 20 p.c. received difference as abatement and the same up to Lady Day 1893 rents). 10 p.c. on five farms; in one case making 27½ p.c. on 1883 rental; in another, 27 p.c.	Rents for 1892 as in 1842.
Trustees of the late James Walton, Esq., Dolforgan Estate, Kerry, Newtown. Montgomery.	4,447 acres. Rental 2,871l.	Sept. 1885, 20 p.c.; March 1886, 20 p.c.; Sept. 1886, 15 p.c.; March 1887, 15 p.c.; Sept. 1887, 15 p.c.; March 1888, 15 p.c.; Sept. 1888, 10 p.c.; March 1889, 5 p.c.; Sept. 1889, 5 p.c.; March 1892, 5 p.c.; Sept. 1892, 15 p.c.; March 1893, 15 p.c.	With two or three excep- tions strictly there have been no permanent reductions.	On the whole higher, some considerably.
D. Wintringham Stable, Esq., Wan- stead, Essex. (The property belonged to the late Miss E. C. Los- combe, who died 21st August 1893.) Montgomery.	730 acres, of which 260 are mountain land, over which I have all rights but mineral. 262l. (farms); 8l. (cottages).	1884, 20l. arrears written off; 1885, Michaelmas, 15 p.c.; 1886, Lady Day, 15 p.c.; Michael- mas, 25 p.c.; 1887, Lady Day, 20 p.c.; Michaelmas, 20 p.c.; 1888, Lady Day, 20 p.c.; Michaelmas, 15 p.c.; 1889, Lady Day, 10 p.c.; Michaelmas, 5 p.c.; 1890, Lady Day, 5 p.c.; 1891, Mi- chaelmas, 5 p.c.; 1892, Lady Day, 2½ p.c.; Michaelmas, 15 p.c.; 1893, Lady Day, 15 p.c.	One farm and mill 14l. 18s. per annum.	Rents raised from 223l. to 262l. since 1842, but 260l. was invested in land, part of that now let for 262l. in 1866. Neither I nor my late aunt, Miss Loscombe, who was first interested in the land in 1870, ever raised a rent.

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Mr. GEORGE H. M. OWEN.

[Continued.]

1. Name and Address of Owner, County (or Counties), giving first the County in which most of the Property is situated.	2. Acreage and Rental.	3. Temporary Abatements since 1883.	4. Permanent Reductions since 1883.	5. Observations as to rise and fall of Rents, going for the most part over a Period of 50 Years.
Walter H. Long, Esq., M.P., Rood Ashton, Trowbridge. Montgomery.	694 acres. 105 <i>l</i> . -	10 <i>l</i> . per annum in lime. Michaelmas 1892, 10 p.c.	5 <i>l</i> . in 1884 - - -	No re-valuation or increase in 50 years.
Trustees of the late John Naylor, Esq. Montgomery.	11,000 acres. 10,500 <i>l</i> .	10 p.c. for some years. 1892, second half, 5 p.c. in some cases, 10 p.c. in others.	Nearly all rents reduced -	Portions re-valued for re- duction. No rents in- creased on sitting tenant, except sometimes for owner's improvements.
J. E. Severne, Esq., Wallop Hall, Shrews- bury. Montgomery.	779 acres. 365 <i>l</i> . -	Some. Michaelmas 1892, 10 p.c.	Some - - -	No re-valuation and no in- crease of rent in 50 years.
Major D. W. Evans, Kingsland, Shrews- bury. Montgomery.	466 acres. 545 <i>l</i> . -	1892, 10 p.c.; second half, 10 p.c. 1893, 10 p.c.	90 <i>l</i> . per annum - -	No re-valuation or increase in 50 years.
J. L. Rainier, Esq., Brithdir Hall, Ber- riew, R.S.O. Montgomery.	500 acres. 720 <i>l</i> . -	1884-88, 10 p.c. 1893, an allowance of 7½ p.c. was made to agricul- tural tenants on the reduced rental.	All round since 1888. On the agricultural land prior to 1883 there were considerable re- ductions.	No re-valuation or increase in 50 years. Included in the above rental are two public-houses and other property not agri- cultural. The rent for the whole estate in or about 1878 was 874 <i>l</i> ., and the reduction has been made in the agri- cultural holdings.
John Cooke Hilton, Esq., Oak Bank, Fallowfield, near Manchester. Montgomery.	1,206 acres - 1893. 2 Rental - 721 Tithe - 41 Nett - 680	1892, 12½ p.c.; 1893, 15 p.c.; March rents collected in July; September rents col- lected in January.	Very general reductions made previous to 1892, which have in their nature become perma- nent. The abatements made in 1892-3 are in addition to these former reductions.	Rental believed to be about 35 p.c. less than in 1880.
Richard Peyton, Esq., Cwmrhiaidr, Mach- ynlleth. Montgomery.	1,020 acres. 300 <i>l</i> .	In many cases - -	Rents in agreements are nominal, so as to main- tain value of fee simple. Permanent reductions have been made upon every farm to date.	Bought in 1874. No increase since, but decided reduction.
Mrs. Howell, Craigy- don, Aberdovey. Montgomery. Merioneth.	1,800 acres. 1,300 <i>l</i> .	1886-88, 10 p.c.; 1892, last half, 10 p.c.; and each half year since 1892 to present time, 10 p.c.	Estate purchased in "the early seventies" at Llanfair, and rents reduced generally. Instances in Llanfair Parish. Rent when purchased. Present Rent. £ £ Plas Jolyn 80 70 Adwywynt 84 74 Bronyfedw 47 40 Creweddin 70 50 10 p.c. additional allowed in recent times, and manure, lime, &c., allowed. Some of the farms in the neighbourhood of Machynlleth have also been permanently re- duced 10 p.c. and more.	Does not think any rents have been raised in last 30 years.

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[Continued.]

Chairman—continued.

70,444. Have you any other documents to hand in?—Lord Penrhyn was asked about the names of the members of the Property Defence Association. That matter was brought by his Lordship before a meeting of the Association, and I was instructed to hand in the names of the executive committee.

70,445. Are these the names of the executive only?—The executive only. (*The witness handed in the following list*):—

The following constitute the executive committee of the North Wales Property Defence Association for the current year:

The Right Hon. Lord Penrhyn, Penrhyn Castle, Bangor.

The Right Hon. Lord Harlech, Brogyntyn, Oswestry.

H. D. Pochin, Esq., Bodnant Hall, Eglwysfach. His Grace the Duke of Westminster, Eaton Hall, Chester.

The Right Hon. the Earl of Denbigh, Newnham Paddox, Lutterworth.

The Right Hon. Lord Mostyn, Mostyn Hall, Mostyn.

The Right Hon. Lord Stanley of Alderley, Penrhos, Holyhead.

Col. the Hon. W. E. Sackville-West, Lime Grove, Bangor.

Thomas Bate, Esq., Kelsterton, Flint.

Thomas Prichard, Esq., Llwydiarth Esgob, Llanerchymedd.

Major S. Sandbach, Hafodunos, Abergele.

Major O. Lloyd J. Evans, Broom Hall, Chwilog.

Col. C. A. Wynne Finch, Voelas, Bettwsycoed.

W. D. W. Griffith, Esq., Garn, Trefnant.

R. B. Hesketh, Esq., Gwrych Castle, Abergele.

(Dead.)

Chairman—continued.

H. R. Hughes, Esq., Kinmel Park, Abergele.

W. B. C. Jones, Esq., Criccieth.

Henry Kneeshaw, Esq., Penmaenmawr.

J. Marshall Dugdale, Esq., Llwyn, Llantyllin.

Colonel Mesham, Pontryffyd, Trefnant.

H. J. Ellis Nanney, Esq., Gwynfryn, Criccieth.

P. P. Pennant, Esq., Nantillys, St. Asaph.

G. W. D. Assheton-Smith, Esq., Vaynol, near Bangor.

Capt. N. P. Stewart, Bryntirion, near Bangor.

Isaac Taylor, Esq., Coleshill, Bagillt.

T. D. Thomas, Esq., Parc Postyn, Denbigh.

R. H. Wood, Esq., Penrhos House, Rugby.

W. R. M. Wynne, Esq., Peniarth, Towyn.

Col. W. Cornwallis-West, Ruthin Castle, Ruthin.

Sir R. H. Williams-Bulkeley, Bart., Baron Hill, Beaumaris.

If it is any information to the Commission I may state with regard to the Association that the acreage of those who subscribe to the Association, some as members (annual subscriptions) and others as donors, would cover about 839,607 acres.

70,446. That is including sheep runs?—Oh yes, in most cases. As Colonel Hughes put in a statement on behalf of Sir Watkin with regard to chapel sites, I should like, on behalf of Lord Penrhyn and the Earl of Ancaster, and also Mr. Assheton-Smith, to hand in some particulars in reference to their estates with regard to chapel sites, which I happen to have here with me.

70,447. We shall be much obliged if you will do so?—I have them here; I should say that they were all prepared in the year 1889. (*The witness handed in the following statement.*)

PARTICULARS relating to CHAPELS on the PENRHYN ESTATE.

Denominations.	Where situate.	Commence- ment of Lease.	Term of Years.	Ground. Rent.	Parish.	Remarks.
Calvinistic Methodists	Hirael, Bangor	12th May 1870	40	£ s. d. 1 0 0	Bangor	
Congregational	" "	12th Nov. 1875	60	8 0 0	"	On ordinary building terms (valuable site).
Wesleyan	" "	12th Nov. 1878	40	4 0 0	"	On site of buildings previously let at 20l. per annum.
Baptist	" "	12th Nov. 1879	Yearly	6 0 0	"	Old building given up by Wesleyans on building above.
Congregational	Pendref, Bangor	12th Nov. 1880	80	15 0 0	"	Ordinary building lease (valuable site).
Congregational	Glasynfryn, Bangor	1st July 1836	99	1 0 0	"	The land on which this chapel was built was subsequently bought by Lord Penrhyn.
Calvinistic Methodists	Pentir, Bangor	May 1831	900	1 0 0	"	With chapel house. The land on which this chapel was built was subsequently bought by Lord Penrhyn.
Calvinistic Methodists	Caerhun, Bangor	—	999	0 10 0	"	With chapel house. The land on which this chapel was built was subsequently bought by Lord Penrhyn.
Wesleyan	Tregarth	12th Nov. 1859	30	1 0 0	Llandegai	Do.—All rates paid by Lord Penrhyn (about to be renewed).
Congregational	Sling	13th Nov. 1877	40	1 0 0	"	Do.—All rates paid by Lord Penrhyn.
Wesleyan	"	12th Nov. 1879	40	2 0 0	"	
Calvinistic Methodists	Penygroes	—	Yearly	1 0 0	"	Do.—Lease expired—held at original ground rent; rates paid by Lord Penrhyn.
Wesleyan	Llandegai Mountain	12th Nov. 1871	40	0 10 0	"	Do.—Rates paid by Lord Penrhyn.
Calvinistic Methodists	" "	12th Nov. 1877	30	3 3 0	"	Lease renewed at increased ground rent, when 300l. was contributed by Lord Penrhyn towards building minister's house; rates paid by Lord Penrhyn.
Congregational	" "	12th Nov. 1876	30	0 5 0	"	
Baptist	Gilfach	May 1814	99	0 7 6	Llanllechid	With chapel house. The land on which this chapel was built was subsequently bought by Lord Penrhyn.
Congregational	Caegwigin	May 1825	101	0 10 0	"	The land on which this chapel was built was subsequently bought by Lord Penrhyn.
Wesleyan	Rachub	12th Nov. 1876	40	0 10 0	"	

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MR. GEORGE H. M. OWEN.

[Continued.]

PARTICULARS relating to CHAPELS on the PENRHYN ESTATE—*cont.*

Denominations.	Where Situate.	Commencement of Lease.	Term of Years.	Ground Rent.	Parish.	Remarks.
Baptist	Rachub	12th Nov. 1884	61	£ s. d. 1 10 0	Llanllechid	With chapel house.
Calvinistic Methodists	Costmor, Bethesda	12th Nov. 1872	40	0 10 0	"	"
Calvinistic (Jerusalem)	"	12th Nov. 1872	30	1 0 0	"	With chapel house and schoolroom.—Lease renewed at original ground rent.
Congregational	Coed Quarry	12th Nov. 1884	80	7 0 0	"	Ordinary building terms.
Wesleyan	Penybryn	12th Nov. 1871	40	2 0 0	"	With chapel house.
Calvinistic Methodists	Tynymaes	12th Nov. 1873	50	0 10 0	"	With chapel house.
Congregational	"	12th Nov. 1880	60	0 10 0	"	With chapel house.
Calvinistic Methodists	Capel Curig	12th Nov. 1876	40	0 10 0	Llanrhy-chwyn.	With chapel house.
Calvinistic Methodists	Aber	12th Nov. 1861	80	1 0 0	Aber	With chapel house.
Wesleyan	"	1st Jan. 1859	60	1 0 0	"	With chapel house.
Calvinistic Methodists	Pontfadog	12th Nov. 1871	60	0 5 0	Ypptyty	With chapel house.
Calvinistic Methodists	Rhydymerech	1835	60	0 10 0	Penmachno	With chapel house. The land on which this chapel was built was subsequently bought by Lord Penrhyn.
Calvinistic Methodists	Penrhynisaf	1854	60	1 0 0	"	With chapel house. The land on which this chapel was built was subsequently bought by Lord Penrhyn.
Wesleyan	Hafodyfraith	25th Sept. 1864	30	0 10 0	"	The land on which this chapel was built was subsequently bought by Lord Penrhyn.

N.B.—Two freehold sites have been sold by Lord Penrhyn for chapels in Carnarvonshire.

PARTICULARS relating to CHAPELS on the GWYDYR ESTATE.

Denominations.	Where situate.	Subject.	Commencement of Lease.	Term of Years.	Ground Rent.	Remarks.
DOLWYDDELEN PARISH.						£ s. d.
Independents	Blaenau, Dolwyddelen	Chapel and house	1st November 1872	99	1 1 0	Site offered at a rent of 10s. Trustees preferred to pay 6s. of ground-rent for superior site—as chapel only has been built 12. 1s. only is charged.
Independents	Dolwyddelen Village	Chapel, vestry room, and house.	1st November 1877	99	1 1 0	
Independents	"	Chapel, &c.	Not known		1 10 0	Held under an old lease.
Calvinistic Methodists	"	Chapel and cottages	Not known, but lease will not expire for about 50 years.		3 4 0	Chapel now used as an assembly room, and cottages let.
Calvinistic Methodists	"	Chapel, vestry room, and house.	1st November 1877	99	5 0 0	Free site offered if trustees would give up site of old chapel.
Calvinistic Methodists	Blaenau, Dolwyddelen	Chapel erected, house not yet built.	1st May 1879	99	0 10 6	
Wesleyan Methodists	Dolwyddelen Village	Chapel and vestry room.	1st May 1878	99	1 0 0	
BETTWS-Y-COED PARISH.						
Independents	Bettws-y-Coed Village	Chapel, vestry room and house.	1st November 1869	99	1 1 0	
LLANRHYCHWYN PARISH.						
Calvinistic Methodists	Llanrhychwyn	Chapel	1st November 1881	99	0 10 0	
TREFRIW PARISH.						
Independents	Crafnant	Chapel	1st November 1875	99	0 10 6	
Independents	Trefriw Village	Chapel and vestry, house not yet built.	1st May 1879	99	1 0 0	
Calvinistic Methodists	"	Chapel and house	Not known		2 12 6	
TREWYDIE TOWNSHIP.						
Calvinistic Methodists	Nant Bwlch-yr-hewin	Chapel, house, and stable.	1st November 1884	99	1 1 0	
Calvinistic Methodists	Pont y Cyffing, Capel Curig.	Chapel and house	1st May 1874	99	0 10 0	

In no case has a site for a Chapel been refused, at all events by the late Baroness Willoughby de Eresby or by the present Lord.

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[Continued.]

PARTICULARS RELATING TO CHAPELS ON THE VAYNOL ESTATE.

Name of Chapel.	Parish.	Term.	Ground Rent.	Remarks.
Calvinistic Methodists:— Cefnywaen	Llanddeiniolen	99	£ s. d. 0 1 0	} Leases offered of 99 years.
Dinorwic	"	99	0 1 0	
Fachwen	"	For Mr. Assheton Smith's life	0 10 0	
Hebron	Llanberis	No lease	0 1 0	
Rehoboth	"	99	0 2 0	This lease had a 1s. ground rent originally, but 1s. was added 10 or 12 years ago for a piece of ground added to chapel premises.
Nazareth	Llanrug	99	0 5 0	
Rhiwlas	Llanddeiniolen	60	1 5 0	30 years had expired before the 60 years' lease was granted.
Bethania	Bangor	99	0 5 0	
Congregationalists: Siloah	"	99	0-1-0	
Maes-y-dref Chapel (Clwt-y-bont).	Llanddeiniolen	99	1 1 0	
Jerusalem	Llanberis	99	0 1 0	
Drws-y-coed	Beddgelert	99	0 1 0	

It will therefore be seen that in some cases yearly tenancies are actually preferred to leases, when the choice is offered to the connection.

(The witness withdrew.)

Mr. W. N. SWETTENHAM called and examined.

Chairman.

70,448. Where do you live?—At Newtown.

70,449. Will you kindly state your evidence?

You have handed in a statement?—Yes, my Lord, but I suppose I need not adhere strictly to what is put there.

70,450. No. I do not know what your evidence is, whether it is very general?—It is general.

70,451. You will tell us what is interesting to the neighbourhood and to the Commissioners? I do not appear locally.

70,452. You give general evidence?—General evidence. I have practiced for the last 25 years as a land agent in Central Wales. My practice has extended over a considerable area from Anglesea, Carnarvon, and Flint to Denbigh, Breckonshire, Cardiganshire, Radnorshire, and South Wales. I have seen property in Wales sell very well, and farms let well between the years 1870 and 1880, and since then I have seen times of great depression. Taken altogether I have known very few farmers sell or change their holdings owing to hard or oppressive treatment on the part of the landlords. I may also, perhaps, say that I have taken a bankrupt farmer, and set him up on his legs again on the farm; he borrowed half the money to stock the place and saved the remainder upon the holding, and after he was whitewashed by the court he had the stock valued; the valuation, I believe, was 730%. Of course, in such variable things as farms there are a great many good ones, and a great many bad ones, in fact, some cheap holdings and some dear ones. When a good farm is vacant there is of course a great rush for it, because it is a competency for life.

Chairman—continued.

In fact, I have known the case of a farm taken in the worst times two or three years ago, and the farmer told me the other day that even in the worst times he could do extremely well and make money, save money. That was a farm under the Earl of Powis. Of course, so long as everyone imagines that he can farm without knowledge or education there must be competition for vacant holdings of every class. If everyone was obliged to show that they had sufficient capital to take the holding they sought then it would reduce the number very materially and it would reduce the competition. Within my own knowledge I have known a great many farmers take farms when they really have not got the money to stock them. With respect to the capital required to enter the various classes of farms, I have myself classified farms under three heads, as it appears to me that the capital required under those three classes varies very considerably. First of all, there is a pasture or grazing farm which is chiefly in grass, only sufficient land has probably been ploughed to provide for the farmer's own requirements. No. 2, a sheep or upland farm where it would be almost entirely sheep. No. 3 is of course an arable farm, where the greatest portion of the land is under the plough. The proportion of capital required for those three classes of farms by the tenant is very different as compared with the capital provided by the landlord, or rather the fee simple value of the holding. The result worked out comes to something like this: that in class 1, that is the grass pasture or grazing farm, the capital of the landlord is four times that of the tenant; in the sheep or upland farm it is twice that of the

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[Continued.]

Chairman—continued.

tenant; in the arable farm it varies more than in any of the others, it is something like three times that of the tenant. I think that in the apportionment of the rent, that is to say the landlord's interest in the holding as compared with the tenant's interest in the holding, if you put the landlord's capital at $3\frac{1}{2}$ per cent. and the tenant's capital at 6 per cent., as a minimum, you have a fair proportion. But the tenant does not like, so far as my experience extends, to have a joint holding, and he would far rather take it at a fixed sum taking the risk of the holding upon himself, that is to say, the profit in good years, and the loss in bad years, rather than let the landlord have access to his balance sheets or accounts, and we find, of course, in other trades and other occupations the same thing. If a man goes into business he takes it upon his own shoulders. He rents a shop or a manufactory as a going concern, and he runs a risk as to whether there is any profit or any loss. Although the profits may have been very small of late years, still the expenses being very nearly a constant quantity in good times, the tenant certainly must get twice as much net profit after deducting the expenses as he does in bad times, the outgoings being a little increased, but not a great deal, that is to say, if a man has to plough an acre of ground he has to plough it in good times and bad times just the same. His stock upon the place might be increased, and probably would, if he had very good times, but still that would depend more as regards weather than as regards prices. A very little additional capital will enable a farmer to double his profits in good years. Of course you may say that is very easily done if his profit is a round 0—nothing; he may very easily double that; but I do not allude to a case of that kind. I mean a case where a man makes a reasonable profit and can only just live—that in good times he may certainly double that with a rise of say 50 per cent. in prices, which is not at all an unusual thing. Then with regard to a tenant being paid himself, it seems to me that you have to apply the ordinary business principle to a holding, that is to say, that the man who takes the business upon himself does not pay himself any money whatever, but if he does the work of a labourer by himself or his family they certainly ought to be paid a fair sum for that labour before you come to talk of the question of profits at all. That would be one of the expenses of the holding, of course. But you find that a man who takes a contract or a man who goes into any business does not begin by putting himself down at a big salary for managing the concern; he simply takes the risk of whether the thing will pay him in the end; if it does not answer, and if he says: "My services are worth more," he will go somewhere else. With regard to the three classes of farms, I may say that the pasture farm is the one that is generally run after most. It is generally in a decent neighbourhood, which is a great consideration to farmers, and it is near society, and near a station and so on, and it is the sort of farm that they generally like most. With regard

Chairman—continued.

to mountain or upland farms, I find very great difficulty in letting them, in fact, I have had two large mountain farms to let during the last year, and I entirely failed to let them, the reason being, so far as I can make out, this, that the capital required on the part of the tenant on a mountain farm to take a stock of 4,000 or 5,000 sheep is in fact so large that I got the sanction of one landowner to provide the capital, that is to say, to allow the tenant to take over the sheep by paying in instalments. In South Wales—Breconshire—it is not unusual that the stock of sheep should belong to the landlord and not to the tenant; the tenant pays 5 per cent. per annum upon the valuation of whatever the sheep come to, until he has wiped it off, but very often there is no attempt made to pay for them. They simply remain and go on in that way from generation to generation. But the real difficulty in letting these mountain farms, which are the cheapest farms considering everything, is this: I may say that when I say cheap, I will tell you at once what I mean by cheap. A farm letting at 100*l.* a year will carry from 4,000 to 5,000 sheep. Now, I call that a cheap holding. I may say also that similar sheep farms—for instance a sheep farm that carries 1,000 sheep which are looked after by one shepherd—will be very much dearer in proportion. In fact, adjoining the farm which I have just quoted to you is another farm equally high and equally inaccessible, and quite on a par in every way, in fact, the low land is in favour of the large farm, which carries 4,000, or say 4,500 sheep; the adjoining farm has 1,000 sheep, and it is let for 50*l.* a year. That is to say, there are two farms on the same mountain, one carrying 4,000 sheep that lets for 100*l.*, and the other carrying 1,000 sheep that lets for 50*l.*

70,453. I think we have heard a good deal about that—that small farms pay higher rents than big ones?—I may perhaps say with regard to mountain farms, that the price of wool is very low at the present time, and has been going down for years, and that affects the letting value to some extent. Then again, of course, there is the question of winter keep, which a large farmer has to take. He cannot winter the whole of his sheep upon the mountain. I have never seen a tenant's balance sheet in my life. I know that such things are kept on some farms, but they are very scarce I believe. The only balance sheets that I have seen have been balance sheets of farms worked by owners, which generally is a sort of amusement or plaything, and where there is generally no profit. Old farmers tell me that they usually calculated upon paying for their farm in the bad years, that is, that the rent should represent the worst years, and that they should not have to go into back profits, but I believe in recent times that many farmers have had to put their hands into back profits. I will say this for Welsh tenants, that I believe they are extremely anxious, and more so than English tenants, to pay the rent; in fact they always try to meet their pecuniary liabilities to their landlords. But I do not think

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the tenants of late years, since the bad times have commenced, have regarded their landlord's property with the same interest that they used to do. I have noticed that irrigation gutters and sluices, especially with regard to turning the liquid manure over the land, have not been attended to. I may say I do not think there is any larger practical agricultural question in Wales than that of using the liquid manure. I have seen a landlord build a manure tank and put up a pump and provide the tenant with a cart. The cart rotted in the yard where it was put; it was seldom or ever used, except just a little at first, and with regard to the rest of the apparatus, not a bit of it was ever used at all. I had that thing under my eyes for 10 years, and I may say I was quite astonished. In Switzerland, where the agriculturist has certain advantages, he unquestionably manures his land with the liquid manure out of his yard, and does it at a considerable amount of labour, but I cannot help thinking that it must pay him, and here in Wales, where the land lies almost on every farm with a slope in one direction or the other, the liquid manure might be made a great deal more use of than it is, and there is a very great loss to the country in consequence of its not being made use of. I have known attempts made to sell the tenant right upon change in a farm, but they have very seldom succeeded, and I think that there is very little of that sort of thing done in Wales. I know of one case, where I believe 50*l.* was paid for a tenant to go out, but that is an isolated case, and I do not think I know of any others.

Sir John Llewelyn.

70,454. May I ask whether that was done with the landlord's consent?—Oh, no. The landlord was kept in the dark. With regard to leases, I have found tenants very much against leases. With regard to leases on mountain farms, they are against them, in consequence of a lease expiring at a fixed date, when they cannot say what the value of their stock of sheep might be to hand over to another tenant or to the landlord, and they do not like running that risk. A tenant might easily lose 400*l.* or 500*l.* in the value of his sheep by having his lease expire on a certain unfortunate date. I have had on behalf of the landlord to press mountain farm tenants to take leases, and they declined absolutely—they would rather leave the farm. Even on lowland grazing farms leases have not answered. Generally speaking, a few years before the expiration of the lease, a negotiation takes place as to the renewal, and then if they fail to agree the farm is not left in a satisfactory state. But the lease always, of course, can be held against the landlord. Landlords in recent years have done a good deal to help the tenants, and in fact make the farm better for them by the erection of sheds to cover their hay and corn, and in fact tenants now almost always ask that everything shall be put under cover. I also find that the money that was borrowed by landlords 20 years ago, for drainage and

Sir John Llewelyn—continued.

improvement of the farms, has now practically fallen entirely upon the landlord, but the promises then made by tenants in writing to pay percentage, of course they have been unable to keep, owing to bad times, and then, of course, the interest has been obliged to come out of the landlord's pocket, and has, of course, become a permanent charge upon the landlord as long as the 25 or 30 years lasts. I have never found any difficulty with regard to a tenant selling his crops off his land, although it may be contrary to his agreement, if he chooses to make an arrangement with the landlord to do so on fair terms. But recently, having had a farm on hand for a couple of years, we sold some hay from it, and then when we wanted to let it, of course the tenant who desired to take it said he must have compensation for the crop having been sold off in those two years, so that really the question of compensation for crops going off the farm is a question for the tenant quite as much as for the landlord. I mean the question was raised in a minute by a man wanting to take the farm; he said, "You have sold hay off this place for the last two years, what will you give me in lieu of that?" I have noticed that in regard to fencing of late years farmers have not "pleched" and made their fences in the way they formerly did, and they have cut down all the growing timber in the hedge with the hedge. In one case I stopped a man in the middle. I said something to him about it, and he said, "Oh, if I cannot have the trees"—they were about 20 or 23 years' growth—"I will not lay the hedge at all; I will not do anything with it." Of course he went on and cut them down. I have known many instances of that kind recently. Of course, this county, Montgomery, is a great timber county. I think in Montgomeryshire and Glamorganshire there is the largest growth of timber in Wales. I do not think that we plant enough trees anywhere. There is a great deal of waste land that might be planted if landlords could only see their way to laying out money in that direction. I believe I heard an answer given at Llandrindod Wells, when you had your inquiry there, from a tenant who said he did not think the mountain ought to be planted. The week before he gave that answer I had been in Cardiganshire on a property where they had been planting the mountain and where it had been of very great benefit, and the farmer, who was a sheep farmer, told me that his sheep always took advantage of the shelter of the trees, and he considered it was the most valuable piece of sheep land that he had got. In fact a certain amount of woodland upon every estate and upon every farm seems to be of very great advantage. I know of some farms where positively when a tenant asks for hedge wood to repair the hedges they have to go and buy it and cart it five or six miles. That is a very great disadvantage both to a landlord and to a tenant. Every holding and every estate, in my opinion, ought to have a considerable amount of woodland, at all events sufficient to enable gates and things to be repaired, and

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for buildings and sheds and for hedge wood on the property. Woodland is also of use in many ways; there is some ivy in winter for the sheep, which is very good, and it also gives them shelter from storms. It is of much more advantage than simply from the pounds, shillings, and pence profit point of view of the planting. I may say this, that in selling or buying I always find that a place is far easier got rid of if there are good or decent woodlands about the farm than if it is a bare place without a wood from one end to the other; in fact the indirect advantage which the owner gets by having woodlands upon a place is to my mind incalculable. I have had a great deal to do with buying and selling property; in fact, some years ago, when things were better than they are now, my firm used to make 500*l.* and 600*l.* a year by buying and selling farms; now I do not think we make 60*l.* The English people seem to be quite sick of purchasing properties in Wales, and only recently, after spending 150*l.* or 200*l.* in advertising a place, I believe only one person came to see it. It had been advertised for two years, and the whole and sole result of spending 200*l.* by advertising in the papers in England has been that one person came to look at it.

70,455. That was a residential property, no doubt?—A residential house, with farms. I mean, the house is a mere bagatelle. The house is rated, I believe, at 20*l.* a year.

Mr. Grove.

70,456. What was the total acreage?—1,000 acres. I have acted for several small land-owners, and I may say that it is a matter which is practically done for nothing, because a small estate never pays for looking after or for acting for it. I know that many of those owners have suffered very much during these bad times, and they have made great sacrifices to enable them to make a proper allowance, say, of 15 per cent., for something of that kind, to their tenants. I have also noticed that the tenants have been more exacting with regard to the repair of their buildings and with regard to things of that kind, than they were formerly in good times. I have been over many farms in the last two or three years where the buildings have been positively very formidable. I measured up the buildings on one farm near to Three Cocks, in Breconshire, and the cube of those buildings came to more money than the place would sell for to-morrow. There is another farm in the Llanwddyn Valley, belonging to the Corporation of Liverpool, where the buildings cost 3,000*l.*, and the farm is let at 100*l.* a year. Even 30 years' purchase on the 100*l.* a year would hardly give you the value of the buildings alone. So that, really, investing capital in that sort of thing is anything but remunerative, even to a capitalist. With regard to roads in Wales, they are more numerous than they are in England or in flat countries; and we have here, generally speaking, 50 per cent. more roads to maintain, owing to the hilly nature of the country; and I suppose that special roads have been formed to

Mr. Grove—continued.

get at the farms; that is the only way in which I can account for it. The road rates, therefore, are higher here. Of course, I have known in my time hard cases. I have known a very bad case in one instance. I do not think the details would be of any interest to the court, but I may say that the owner in that case was a new man, who I always find is the worst kind of land-owner—a man who had simply bought property from a manufacturing town, and bought it as a speculation, and wanted to make as much money as he could out of it, and get his pleasure out of it too. Of course there are, on the other hand, tenants who also behave badly, but in either case they are very few. I once let a farm in Anglesey to a tenant who was to do the repairs; and I mention this because it is the only case that I have had in 25 years where the tenant undertook to do substantial repairs. It was before the passing of the Agricultural Holdings Act. He agreed to erect certain farm buildings that were in a state of disrepair; and it was done at a time that farms were letting very well. The tenant there undertook to build a certain amount of buildings, which undertaking was attached to his lease. The plans were all signed and settled, and he gave a full rent for the farm at the time. Of course, he found that he was mistaken, and in a few years, after he had spent about 200*l.*, or 250*l.* at the outside, he did no more, and said he could not do any more. The end of it was that, although his lease has not yet expired, his landlord excused him the repairs and reduced his rent from 200*l.* to 150*l.* That is the only case of that kind that I have known. But I do know another case, in the parish of Tregyan, also in Anglesey, where there had been a lease for three lives of a small holding, where the lessee had drained and fenced, and the three lives had expired about two or three years before, and the tenant's rent was raised, I think, from about 8*l.* to 18*l.* So far as I remember, it was something of that kind; but the man had done really a great deal. He divided it into fields, and he drained it. It was a stiff clay soil, and he was a hard-working quarryman, who worked at Festiniog, and his family helped him, or he never could have done it. But he had had the advantage, of course, of having the place at a low rent for the three lives. I have found great difficulty in regard to the transfer of the flock of sheep on mountains from one tenant to another and to the landlord, the value of them upon quitting always being a very disputable and debatable point. I may say that the experience I have had simply amounts to this: that from about 5*s.* to 7*s.* 6*d.* per head is put upon the sheep more than the market value at the time that the valuation is made, simply because of the stock being upon the mountain. That is the custom and that is the practice. I may also say that it is the custom for the sheep to be transferred both by agreement and otherwise to the incoming tenant upon the outgoing tenant leaving. In Breconshire, I had two or three cases where the sheep positively carried the mountain with them. It is a very extraordinary

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thing, but it appears that the tenant upon leaving a certain farm in the parish of Llanwrthwl, could not agree with the incoming tenant as to the price that was to be paid for the flock of sheep. The result was that he went into Builth market and sold his sheep to a Cardiganshire man. The Cardiganshire man took the sheep, and then they took the mountain the sheep were located upon. Of course, this is many years ago; I am speaking now of about 50 years ago; and the Cardiganshire man has got the mountain and the sheep to this day. I believe that on the farm of Doliago, also in the same parish, the same thing occurred—it lost its sheep. The first case which I mentioned was that of a farm called Talwernmeiniog, below the mountain, and on that very mountain there were 500 or 600 sheep then, I believe there are over 2,000 now. Of course, it really comes to this, that the ownership of the sheep carried the mountain with it. I asked particularly if attempts were not made to oust the sheep, and to put other sheep here, and they said yes, but all to no avail—they could not do it. I should say of course that the mountain is a very inaccessible place, and the sheep are shepherded by a man on the mountain who looks after the sheep, but I think it is a very undesirable method in my opinion, because I think that the man who looks after the sheep, the shepherd, has friends, and that for his friends he will do a great deal, and other people whom he does not care about he lets take their luck. I cannot help thinking that with some such aid as hurdles, something might have been done to pen the sheep upon the mountain, or in some other way. Years ago, we used to enclose a great deal of hill, because the tenants used to pay at that time 1s. 6d. an acre on the enclosure. That was about what they used to give us towards the fencing. The landlord did the fencing, and we used to charge them, I think, 1s. 6d. an acre. Now, of course, all that has disappeared, and the tenant cannot do it, in fact, if you get 1s. 6d. an acre for it altogether without the fence you are very lucky. Recently there have not been nearly so many enclosures as there were in old times. Of course, there are reasons against an enclosure, such for instance as going round a mountain: if the sheep can all go round a mountain to get out of the weather, if the wind is in one particular quarter, it is of great advantage. If you cut the mountain in two by putting a fence on the top, which is very often a physical boundary, then of course the sheep can only go on one side, and that is a disadvantage. At the same time the non-enclosure of commons is a source of very great difficulty, and trouble, and litigation. Somebody has got possession of the whole of the mountains, and all the sheep walks that I have ever been on, and rightly or wrongly they assert a right to them and occupy them. It seems to me that it is almost better to enclose under an Act of Parliament in a legal kind of way, rather than let the strongest man appropriate the mountain, because that is certainly what has been done in very many cases—the strongest man has literally taken thousands of acres.

70,456A. Might I ask what you mean by the strongest man?—This: the man who has got the largest number of sheep in the vicinity and who can afford to keep a shepherd there. Take a mountain for instance, where one man may have 4,000 sheep, another may have 2,000, and then the flocks of sheep dwindle to 500, 600, 300, and so on; a man who has got less than 1,000 sheep will not keep a shepherd on the hill, and a man who keeps his 2,000 sheep there builds a cottage for his shepherd on the mountain, and then he becomes a strong man, and with his shepherd, his dog, and his sheep his area becomes larger.

With regard to game and ground game, I think that there is in the Ground Game Act a flaw that might, with advantage to everybody be remedied, and that is that a man may have grain fields adjoining another owner's woodlands, and that there is no remedy except by killing the ground game, and that is extremely difficult and almost impossible where there are rabbits. The only remedy he has is to net it—to put up wire netting, which is not always practicable for the whole length, and they will get round the netting, and under the netting they will borrow under it, and there is great difficulty, and there are many grievances in that respect. That is to say, if you have a grain-field adjoining a cover, the cover being overstocked, by which I mean containing more rabbits than the cover will itself feed, then I think there is a great grievance which the Ground Game Act does not seem to meet.

With regard to farm agreements, no doubt when perused, they appear to be very lengthy and very strict; but at the same time, notwithstanding all that, I do not think they ever fully protect an owner or protect a tenant; there are always ways and means of getting over an agreement, which agreement is very seldom enforced to the letter unless you have a bad tenant. I do not very well see how farm agreements can be otherwise than very lengthy and perhaps strict. Where there are no agreements at all, there is always a great deal of trouble upon change of tenancy, and in other ways, and with a mountain and unenclosed hill, if you have no plan of it I do not see what there is to define it; the mountain rights certainly become appurtenant to the holding and so on, and it means nothing.

Small Holdings.—So far as my experience goes, these are of two classes, one is a small farm and buildings that a woman can manage—a sort of cottage and two outbuildings—whilst the husband works as a labourer, and that holding is, say, about 12 acres in extent, or not exceeding that. Then there is the larger holding, sufficient for one man as a labourer, and sometimes a horse, say of 36 to 40 or 50 acres. Of course, with an upland small farm, these conditions are varied, because they very likely have rights upon the mountain. I went over to value a property upon which I think there were 15 or 16 small holdings of the first class I have mentioned, and I found that the tenants had received very considerable benefit from the

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Chairman—continued.

occupation, in fact one woman told me that she had reared, I think it was, 10 children, and that her husband had only had 11s. a week for many years, working as a gardener or something else, and that she had managed to do very well, owing to the addition of this small holding at the time. I find that the fencing on a small holding occupies about 10 per cent. of the surface, and on large holdings from 4 to 5 per cent. only. The small holdings, especially on upland pastures, have disappeared in Wales, even within my own knowledge, to a very great extent. I have seen many cottages tumble down, and the few enclosures have been thrown into the adjoining mountain. In fact, I believe as many as 10 or a dozen such small holdings are often now in the occupation of one large farmer, the houses having tumbled down and the buildings having disappeared. I may say that on the other hand, taking the contrary, Mr. Arthur Chamberlain, who owns a property of about 1,000 acres in this county endeavoured to do the opposite; he built three or four cottages upon his estate and offered them land for very little—a mere nominal sum. I do not mean to say it was altogether successful, but he did it to see what the small men would do, and he was not in every case successful. One man went off to South Wales; he left his family in the cottage and he worked in the pits at South Wales, leaving them there to live. Well, Mr. Chamberlain did not consider that was satisfactory. At the same time there is an opening in that direction, where land is of very little value. I have always found the Welsh tenants are very conservative, and that they object to change very much, in fact I have known them remain upon holdings long after the holding was of no good to them, simply because they did not like to change.

From what I have seen of fruit culture, I do not think that in North Wales it is very successful, except, of course, in the bottoms—in the low places. Where you get up, say, 700 or 800 feet, it is of no use whatever, but in Breconshire and South Radnorshire the fruits are a very great addition to a farm. It depends, so far as I can see, partly upon the soil and partly upon the climate.

I heard some evidence given before the Commission where the witness said that he thought the commons upon enclosure ought to be given to the tenants. I scarcely see that. I do not see how a man can occupy a common without he has got any stock—of course, he would have stock if he was occupying for a landlord—but still the common is allotted, as I have always understood it, in respect of the holding, in respect of the farms, that has occupied it previously; and why the tenant should have it allotted to him, as against the landlord, I do not quite see. If the tenant was a freeholder, of course he would get his allotment of common. But certainly commons that have not been legally enclosed are sources of very great trouble to everybody connected with them. With regard to the sporting on the mountains, I

Chairman—continued.

may say that experience has proved (which I daresay others in this room could bear out) that the sporting element is of more value than the sheep element, where you have moors that will breed grouse, the place will let for more as a sporting place than it will as a sheep farm. Then, of course, the combination is attempted, and they both partly fail, that is to say, that if the heather is burnt and then grazed very closely down the heather will not grow again in many places.

With regard to the Agricultural Holdings Act, very little has been done with it in Wales. I have known very few cases settled by the machinery of the Act. I have even asked tenants to make use of the Act, and they will not. I do not believe its being printed in Welsh would do the slightest good; it is far too intricate. I think Mr. Willis Bund's description of the Act is a very good one. In his pamphlet upon the Act he says that the short title of the Act is "An Act to promote litigation between the landlord and the tenant." I think if anything is likely to do that, the Agricultural Holdings Act would do it. In fact, looking at the first schedule of improvements, the second schedule of improvements, and the third schedule of improvements, I should say that I have never known a tenant, except the one I have mentioned before in Anglesey perhaps, to do any of those things which are mentioned either in the first part, the second part, or the third part, with the exception of boning and consumption on the holding by cattle, sheep, and pigs of feeding stuffs. I do not think there is anything else in the whole of those three schedules that I have ever known any one attempt to do.

With reference to yeomen in Wales, I may say there are a very considerable number as compared with England. I happen to know three straight lines, one in England, from Kendal, by Lancaster, to the Ribble, at Preston, which was the line of the Thirlmere aqueduct. I also know the line of the Liverpool aqueduct in Wales, which commenced on the Berwyn mountains and ended at Oswestry. That is line No. 2. And I know line No. 3, which is the line of the waterworks from the Breconshire mountains, above Rhayader, down to the boundary of Wales at Brampton Brian. Taking those three lines, the near result is this with regard to yeomen—

70,457. By yeomen, you mean the freeholders? —Freeholders living upon their own holdings. I have excluded everybody else. The one from Berwyn to Oswestry is about 22 miles, and there were 15 yeomen. From the Cardiganshire boundary above Rhayader to Brompton Brian, which is 30 miles, there were 31 freeholders, and in the case of the line from Kendal to the Ribble at Preston there were only five freeholders in 30 miles and upwards. In Wales there are, in addition to that, a very large number of owners of single farms that do not live upon their farms, but simply let them, and they were in the position of yeomen. I may say that the Liverpool line went through the

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Mr. W. N. SWETTENHAM.

[Continued.]

Chairman—continued.

Valley of Hirnant in Montgomeryshire. Sir Watkin Wynn, some 25 years ago, I believe, sold his estate in that valley very considerably to his tenants, or at least he offered it to the tenants. The tenants, I am told, had the chance of buying their own farms from him when he sold that property, and many of them did buy. So far as I can make out from the tenants themselves, they were very sorry that they had bought. They had first of all to borrow a considerable amount of the money, on which they had to pay interest at four or five per cent., and then afterwards they had to do their own repairs. I have often quoted that valley to people who would not believe me in England—that really the yeomen freeholders there thought it was anything but an advantage to them. In many districts farmers complain that the labour has increased very much in price. I have no doubt that is so, and in one particular district they complained that the whole village of Llanwddyn, which contained 30 to 40 houses, had been swept away by the Liverpool Corporation Waterworks. That had the effect unquestionably of making labour very much dearer in the valley. I should think it increased it in all probability 50 per cent. owing to the village being taken away. I think it is only fair to say the following in view perhaps of a land court, or in view of a landlord not being able to do things that a land court could. I may give this as an instance, that every tenant in the village of Llanwddyn had a lease given to him in order that he should be able to claim compensation when he should be deprived of his holding rather than that the landlord should put it into his own pocket. They were all given leases, and every occupier of a cottage in the village was able to go to another district with his pocket full of money in order to start afresh. I find on small estates that the owner only gets about 60 per cent. of the rental. The rest of the money goes in repairs and outgoings of one description or the other. With the addition of fresh authorities all over the country, taxation, in my opinion, is continually increasing, which is, of course, both to a landlord and a tenant, a considerable item.

Now, with regard to land courts that it is proposed to create, it seems to me that every land agent is practically a land court. Of course he is a defective land court, no doubt, but every land agent has to do the work practically of a land court—that is to say, the differences between the tenant and the landlord come to him for adjustment to a great extent, and he is able by his influence one way or the other very often to remove difficulties. But I may say this, that my experience is that the landlords are so very much interested in the farms that they let that they very seldom turn a deaf ear to any serious grievance. Of course, a landlord who is well off, and who does not care very much about the land, and who is not a large landowner, may perhaps pooh-pooh it; but certainly where a man has a large stake in

Chairman—continued.

land he almost always will listen to recommendations. Tenants very soon find out when a landlord is a bad one, and they will not take farms under him, and in that way the thing rights itself. Certainly within 10 years farmers have fixed their own rents. It is not a question of valuation; it is not a question of landlord at all; it is a question of what you can get and what a farmer will give for it. That is absolutely true. If you had a land court, I do not see what the court could do. It could not take very much away from the tenant. All it could do would be to take something from the landlord. Of course practically it might do away with a lot of land agents. I do not know that that would be any very serious matter, but at the same time I do not see what a land court can do more than has been done at present. There are many instances that come to my mind where a landlord can do far more for his tenants than any land court could. Complaints may often be said to be made with regard to buildings—wretched dilapidated tumble-down buildings—but I have had a case lately where the sanitary authorities took proceedings against a building that they thought was dilapidated, and they succeeded summarily, and the landlord had to pay the expenses and do the repairs. So that I do not think anybody need say they cannot get their buildings repaired. If they only like to go to the sanitary authority there is an end of it. With reference to my statement that land agents certainly are land courts in a limited sense, I may say this, that there are three kinds of land agents. A good deal has been said before the Commission about land agents, and perhaps I may be allowed to state this. There are three kinds of land agents: One is a land agent who has charge of a large estate, and who is entirely in the service of the owner. No. 2 is a land agent who may have charge of many considerable estates, living upon the aggregate fees received. No. 3 may be a land agent in private practice, who may live upon valuations in disputed cases, and so be more independent than in the last cases, but of course his living is more precarious than in the two former.

With regard to cottages, I may say this, that in Wales they are, as a rule, larger in size and more healthy than similar structures in England, especially in some localities. The rent obtainable for a cottage is only from 2*l.* to 4*l.* a year, depending upon the situation and size. To build a pair of cottages costs about 250*l.* I do not know of any demand for cottages in Wales. I say this as against the evidence that I heard here yesterday morning. I recently passed a sum of 10,000*l.* under the Settled Estates Act for an estate in Breconshire, where that gentleman came from who was here yesterday, and there were no cottages whatever in it, I believe. I think there were perhaps two, or something of that sort. But I have known no demand for cottages in recent years. In fact, on the contrary, I can name perhaps a dozen cottages that have tumbled down for want of being tenanted.

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Mr. W. N. SWETTENHAM.

[Continued.]

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The farm labourers, I find, as a rule, on the farms generally live in the farmhouses.

70,458. I have a few questions to ask you which are handed up. Mr. Vincent asks: "Will you kindly give the name of the landowner who acted so generously in granting leases to tenants at Llanwyddn in view of the property being sold?"—The Earl of Powis.

70,459. Mr. John Rowlands asks: "Did you let any farms to any of those farmers mentioned by you that you knew had not sufficient capital?"—Yes.

70,460. "If so why?"—This is a question which is handed in by Mr. John Rowlands. You let these farms to the farmers mentioned by you, knowing that they had not sufficient capital?—Yes, that is so.

70,461. Mr. John Rowlands is anxious to know why did you do so?—Because at the time they seemed the most acceptable tenants.

Mr. Brynmor Jones.

70,462. None with sufficient capital were applicants you mean?—That is so—combined with other things.

Chairman.

70,463. Mr. John Rowland's questions continued: "What was the last offer you had for letting Cwmrhaidr farm? Can you tell us that?"—60%.

70,464. "How many farms have you on the Cwmrhaidr estate on hand?"—The Cwmrhaidr estate only consists of three farms.

70,465. How many of the farms are there on that estate on hand?—There is one let and the other two the owner has got.

70,466. "Why are they not let?"—Because the owner did not want to let them as he had a number of rabbits there. I may say, with regard to that estate, that the owner bought the estate for recreation and sporting. It is a mountain estate: the highest point is about 2,000 feet, and the lowest point is about 650 feet above the level of the sea. He bought it entirely for pleasure, and it is one of the estates that would come under the Ground Game Act—one of those estates where the tenant can only kill game between the 11th December and the 30th March, I think, or something of that kind.

Mr. Brynmor Jones.

70,467. Were the farms all let when he bought the estate?—Yes, I think so.

70,468. How did the tenants come to leave?—I think that in the last case the tenant left

Mr. Brynmor Jones—continued.

because he thought there were too many rabbits on the property.

70,469. The tenant gave notice to quit?—No; the landlord.

70,470. The rabbits appear to have driven the tenants away, according to your view?—Of course, I want to tell you the absolute facts of the case. In the case of the large farm the rabbits may have driven the tenant away. I dare say they did. At the same time I believe the owner compensated the tenant for the rabbits whilst he was there. He was only there four years, and he went there knowing the rabbits were there.

Chairman.

70,471. Mr. John Rowland's questions continued: "How many tenants have you had at Cwmrhaidr during the time you have been agent thereof?"—In one farm?

70,472. I suppose the question means on this estate of those three farms which you mentioned?—I think there have been three tenants.

70,473. "How many years have you been agent to the estate?"—I believe it was in 1878.

70,474. The next question is: "Why did the tenants leave?" I think you have told us that?—In consequence of the rabbits.

70,475. "What allowance is made to the tenant of Cwmcemrhiw on account of the rabbits?"—The Cwmcemrhiw tenant I may tell you was the tenant of another farm on this property, called Gallt y bladwr, and he on his last taking arranged with the landlord that he should not pay so much rent and not be allowed anything for the rabbits, he having known the place and lived there previously.

70,476. "Is not this estate much over stocked with rabbits?" I think you admitted that: it was?—Yes, it is so.

70,477. What is the rent of Cwmcemrhiw?—50% I think.

70,478. How much did Hugh Davies, the late tenant, pay?—I believe he paid 60%.

70,479. I have told trouble you with another question or two by Mr. T. Griffiths "You have referred to enclosure of land by those you represent. How much common land have the landlords whom you represent enclosed during your time?" Can you answer that question?—No, I could not say.

70,480. "Have your landlords been used to give compensation for improvements?"—I have never known any improvements, as I thought I said in my evidence, done by a tenant.

70,481. You have never known any improvements done by a tenant?—No.

The witness withdrew.

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Mr. J. W. LUMLEY.

Mr. JOHN WATKIN LUMLEY called and examined.

Chairman.

70,482. You are the vice-chairman of the Denbighshire County Council?—I am.

70,483. Do you wish to make any statement to the Commissioners?—I do, my Lord.

70,484. Is it rebutting evidence?—I will read this statement.

70,485. If you please?—On Friday the 7th of September I wrote a letter to Mr. Brynmor Jones, a member of this Commission, drawing attention to information which had come to my knowledge of a land agent unduly influencing, at Denbigh, a person from giving his evidence. This person had already handed to your Secretary a written statement of what was intended to be said before the Commission. My letter to Mr. Brynmor Jones having been brought to your notice, your Secretary, on the 8th inst., wrote to me saying, that you were prepared to hear me at this sitting to prove the facts stated in my letter. In obedience to your communication I appear here to day with Mr. Robert Lloyd of Rhydonen, Ruthin, who was my informant, and who will state what the witness referred to said to him. I have to say that on Monday night last while passing through Mold in the train I saw Mr. David Williams, the county surveyor of Flint, the witness referred to, and he made a hurried statement to the effect that Mr. Charlton interviewed him at Denbigh, asking him what he was going to say before the Commission, and after he was told the nature of his evidence, Mr. Charlton said that there would be no necessity for him to make that statement, as he would arrange the matter of his sister's claim. Upon this the train moved off, and on Tuesday morning I received the letter which I now produce. I hand the letter in. I should like to have the letter read.

70,486. It is from Mr. Williams to you, Mr. Lumley?—Yes, my Lord.

70,487. This letter is evidently written in a confidential and rather colloquial style. Perhaps it had better not be read out in public?—I have intimated to Mr. David Williams that I intended his letter to be read here, and I have brought the witness here who will give you—

Chairman.

If the witness chooses to have the letter read, of course we are entirely in his hands.

Sir John Llewelyn.

There are some expressions in it which I do not think were intended to be read in public.

Mr. Brynmor Jones.

70,488. We take the fact from you, Mr. Lumley, that you have had a letter from Mr. David Williams which confirms the conversation you had at the railway station?—Very well.

Chairman.

I will ask Mr. Williams, who wrote the letter, to read it through first.

The Secretary.

Mr. Williams is not present.

Chairman.

70,489. I thought Mr. Williams was in the room and he might like to read that letter through before it is read out?—No, my Lord, he is not here.

Sir John Llewelyn

70,490. Do you think Mr. Williams intended those expressions to see the light?—I know nothing about that.

70,491. It is very peculiar. There are some very strong expressions there?—If you knew the man probably you would not make the excuse on his behalf.

Mr. Brynmor Jones.

70,492. Suffice it to say that the letter precisely confirms the statement he made to you?—Quite so.

70,493. The point that you make is this, for what it is worth: that an agent, by promising to settle some claim which is made by the sister of a witness, induced the witness not to come forward?—That is my information.

70,494. Of course, there ought to be no interference with witnesses by intimidation or by threats or by promising rewards. Those witnesses who wish to come forward ought to come forward?—I understood that the Commission were desirous of having cases brought before it of any kind of intimidation or influence whatever preventing witnesses giving evidence, and this was, in my opinion, a case of the kind, and I considered it was my duty to bring it before the Commission.

Chairman.

70,495. Certainly. We are much obliged to you, and I do not hesitate to say that if any case were proved before us we should not hesitate to deal with it in the most prompt manner, but I hardly think that this does come before us?—I take it, my Lord, that you will hear further the witness, who will state to you what Mr. David Williams told him, and also that you will hear some other facts explained before the Commission of what has happened since.

Mr. Brynmor Jones.

70,496. As I understand it, it is this: Mr. David Williams was coming to give evidence before this Commission?—Yes.

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Mr J. W. LUMLEY.

[Continued.]

Mr. Brynmor Jones—continued.

70,497. His evidence chiefly related to the case of his sister's farm?—I know nothing about that.

70,498. No, but that appears to be so?—Yes.

70,499. It appears that he was going to state facts about his sister's farm, which was a farm on Mr. Hughes' estate?—Yes.

70,500. Then the agent, Mr. Charlton, goes to him and says in effect: "I will settle your sister's claim if you do not give evidence." Is that so?—Yes.

70,501. Boiled down, that is the effect of it?—It comes to that.

70,502. Of course, you suggest that that is an interference with the course of the Commissioners' proceeding by offering a reward—a kind of bribe—that is the suggestion you make?—That is my suggestion.

70,503. You see it is not intimidation?—No.

Sir John Llewelyn.

70,504. No private person seems to be injured, but you think it was a public wrong?—It is interfering with the liberty of the subject.

Chairman.

70,505. Who is the witness who is coming forward?—Robert Lloyd, of Rhydonen, the district road surveyor of Flintshire.

70,506. I do not quite see how he comes into the case at all?—He is coming to give you the interview that took place between Mr. David Williams and himself.

70,507. Is that all you have to say?—That is all I have to say.

70,508. There is one question by Mr. Vincent: "What course do you say an agent ought to take if a tenant has a grievance while the Commission is sitting?"—I should say, my Lord, to leave him alone—to use his own discretion.

70,508a. "Do you say the agent is not to remedy the grievance?"—I should say not, my Lord, while the Commission is sitting.

The witness withdrew.

Mr. ROBERT LLOYD called and examined.

Chairman.

70,509. Where do you live?—At Rhydonen, Ruthin.

70,510. You have a statement of your evidence, I think?—Yes.

[The following statement of the witness was then read.]

When present at the Commission at Denbigh on Thursday last I noticed Mr. Charlton calling Mr. David Williams, the county surveyor of Flint, on one side, and on his return he said that he was not going to give evidence; that Mr. Charlton had promised to do what his sister, Mrs. Davies, of Penybont, Abergele, asked for. On the following Saturday I met Mr. Williams at Mold, when I informed him that I had told a party what had taken place between him and Mr. Charlton, when he read to me the statement that he had prepared to give before this Commission which he intended sending to Mr. Charlton, together with a letter that he was sending to Mr. Charlton.

70,511. Have you any further rebutting evidence to give?—Yes.

70,512. Then perhaps those questions which Mr. Rowlands has handed up may have reference to some other evidence that is going to be given. I will now read from the shorthand notes of Mr. Pennant's evidence. Mr. Pennant was asked. "(Q.) Has an application ever been made to you by the Calvinistic Methodists for a plot of land in the village of Tremeirchion as a

Chairman—continued.

"building site for a chapel? (A.) Yes. (Q.) Did you distinctly refuse to sell any land whatever? (A.) No, I selected a site for them in to my mind a most excellent position, commanded by roads and pathways in every direction. (Q.) Did other landlords who own property in the village also refuse to sell land? (A.) I never heard of any other landlords being asked in the village, but they may have been. Now, Mr. Lloyd, do you wish to say something upon that?—Yes, my Lord.

70,513. You have written out a statement?—Yes, my Lord.

70,514. It is strictly rebutting, I understand. You will not bring in any fresh matters, but keep strictly to anything which Mr. Pennant may have said?—Yes.

70,515. Would you like your statement to be read?—Thank you, my Lord.

The following further statement of the witness was read:—

I beg to make the following statement respecting the above parish, and to rebut some of Mr. Pennant's statements at Mold, in which he stated that he had not refused to sell land to build a Calvinistic Methodist chapel. A deputation waited upon Mr. Pennant several times with the view of securing a suitable site; each time he refused to accede to their request, saying that he did not consider it was wanted; at the same time when pressed upon by the deputation sent on behalf of the Vale of Clwyd monthly meeting, for his reason for refusing a

See 58,256
and 75,319
—75,395.

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Mr. R. LLOYD.

[Continued.]

Chairman—continued.

suitable site, he said that he himself had thought of building a kind of mission room in that locality, which in my opinion proves that Mr. Pennant saw the necessity of building some kind of place of worship. After having received an application for some land that I owned, I myself waited upon Mr. Pennant and pressed upon him to grant their request, and that he would be sorry some day if he continued to refuse, otherwise I should have to deprive a poor man of his garden, and I gave him a few weeks to reconsider the matter, but he declined to grant their request. I have heard that he offered to sell some land at the outskirts of his estate, near which spot Mr. Lumley, of Ruthin, had previously offered to give gratis some land for that purpose, which was considered an inconvenient spot for the Nonconformists of that neighbourhood, and therefore refused.

See 58,232
58,246.

In addition to this statement, *re* Mr. Pennant's evidence at Mold, I wish to rebut the same respecting his saying that no consolidation of farms took place since the Nantlys Estate came into his possession. I may here state that Henblas farm, in the parish of Tremeirchion, was let, in addition to two other farms that he held before. Also Pistill, in the parish of Bodfari was let, in addition to several other farms, to Mr. Roberts, of Geinas. I believe Mr. Pennant to have stated at Mold that he gave the preference to the relatives of an outgoing tenant to take up the farm, but I am sorry to say that he declined this favour in my case for no other reason that I know of but that I am a Liberal and Nonconformist, as I have stated to him personally in his office, when asking him to reconsider my brother's application for Ffynnon Beuno as my successor. And with your permission, I beg to submit the following correspondence that passed between us, in which he offered me 17*l.* in final settlement of all claims, but which was afterwards valued at 79*l.* 10*s.* 6*d.* by arbitration.

If it is the wish of the Commissioners, the letters may be read out. I hand in those letters (*handing letters*).

70,516-17. Then that is all about Mr. Roberts' farm, is it not?—That is all.

70,518. I have some questions to put to you bearing on that, which are handed in by Mr. John Rowlands. The first one is a question with regard to Mr. Charlton.

Mr. Brynmor Jones.

70,519. Who is Mr. Pennant's agent?—He acts as agent himself now.

Chairman.

70,520. Mr. Charlton's name does not appear in this, so that I cannot put any questions as regards him. There is nothing referring to Mr. Charlton in this statement which has been read.—No, there is not. I may explain that I was present at Denbigh when that question was put to Mr. Charlton respecting whether he had written to Mr. Roberts of Geinas, and I am here to say that Mr. Roberts told me that Mr. Charlton had done so.

See 63,914.

70,521. Then if you bring Mr. Charlton's name in—if you want to rebut Mr. Charlton—I can put these questions. Mr. John Rowlands asks; "Do you know if Mr. Charlton wrote a letter to Mr. Roberts, of Geinas, asking him whether the applicant for Aberwheeler farm was a Conservative or Liberal, Churchman or Nonconformist?"—Mr. Roberts told me so.

70,522. Did Mr. Roberts of Geinas tell you that he received such a letter from Mr. Charlton? You said, yes. Do you know all Mr. Pennant's tenants on the Bodfari estate?—I do.

70,523. Do you know how many are Churchmen and how many are Nonconformists?—Well, out of about 20 I should say it is four or five—I am not quite certain.

70,524. Twenty of which?—20 tenants: four are Nonconformists, and the rest are Churchmen.

70,525. Do you believe that Mr. Pennant would make any difference between Nonconformists and Churchmen when selecting tenants?—I believe he would.

70,526. The following questions are put by Mr. Vincent: "Do you deny that Mr. Pennant offered a site?"—I do—in a suitable place.

70,527. You deny that Mr. Pennant offered a site in a suitable place?—Yes.

70,528. Will you answer that question, "Do you deny that Mr. Pennant offered a site?"—Yes, in a suitable place.

70,529. "You say it was inconvenient?"—I do, my Lord.

70,530. "He says it was convenient?"—It was not.

70,531. "Are you aware that Mr. Pennant is obliged to be at a meeting of representatives of five county councils at Chester to-day?"—I am not, my Lord. I think that is all I have to say.

Re-
examined
75,861.

The witness withdrew.

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Mr. R. EDWARDS.

Mr. RICHARD EDWARDS called and examined through an Interpreter.

Chairman.

70,532. Is this your statement?—Yes.

70,533. Have you had it read over and translated to you in the presence of a Commissioner?—Yes.

70,534. Do you understand it?—Yes.

70,535. Is it correct?—Yes.

70,536. Are you willing that it should be read?—Yes.

[The following statement of the witness was then read.]

Evidence of Richard Edwards, late Marchlyn, Pennal, now of Llugwy, Pennal, farmer. I was born and brought up at Marchlyn, where my father lived for 53 years. Our first landlord was John Corbett, Esquire, Ynysmaengwyn, and his agent was first Mr. Hugh Morgan, Machynlleth, and then Mr. Cottrel. The farm was sold a few years ago, before my father left, to the Marquis of Londonderry. We left in May 1887.

Improvements. — While Mr. Corbett was landlord my father made many improvements on the farm. He carried tons of manure from Machynlleth and lime from Aberdovey for several years. He also reclaimed and fenced in much waste land, extended old fields, removed old fences, and set up new ones. He also set up two new cowhouses, the stone and wood for which were allowed, but he had to pay the workmen and do the carting. I remember the rent being raised on two occasions, but I cannot say what the original rent was, nor what was the rise in each case. When the place was sold to the Marquis of Londonderry an attempt was made to raise the rent, but my father refused to pay it. He paid 59*l.* rent for some years under the Marquis before he left.

Buildings.—The dwelling house and the building had for years been in a very poor state and greatly out of repair. The house was an old fashioned one, a kitchen and two bedrooms downstairs, and two bedrooms over the kitchen and dairy. There was no flooring, and the fire was on the ground. The chimney was a big old fashioned one through which the sky could easily be seen, and through which the rain and snow came down freely. The sleeping accommodation upstairs was very deficient, inconvenient, and unhealthy. The female inmates of the house had to pass through the men's bedroom to their own. The house being a low one the beds were quite close to the slates of the roof, and we had to bend down so as not to touch the roof. The roof was also in a bad condition; there was no ceiling and no kind of plastering. The wind drove the rain and snow between the slates, and I remember on many occasions in winter being covered when in bed at night with about five inches of snow. We lived in the house in this condition for many years. I mention these facts because there are still farmers living in such houses. The out-houses also were in a very bad state. I remem-

Chairman—continued.

ber the last year we were at Marchlyn we had to have a tarpaulin over the horses in the stable. We had for a great number of years been asking first Mr. Corbett and then the Marquis for repairs and had been promised some but the only repairs that were done was to a small warehouse near the house. My father gave the farm up to obtain a reduction. He had worked hard there all his lifetime and had fairly spent himself out. Previous to leaving in May 1887 he had been confined to his bed for some 11 months and we had to get a doctor to ascertain whether he was in a fit state to be removed. He left in a close carriage, the only occasion in his life I believe he was ever in one. He was then 85 years of age. The new tenant received a reduction of 9*l.* in the rent and got new buildings, namely, cowhouses, stables, and pig-styes, and the stones were carted by the Marquis. He left in two years. Mr. John Rowland, the present tenant, then took the farm and obtained a further reduction of 5*l.* A new house was also built for him, and the sheep walk between the farm and the mountain fenced in.

Sheep.—The terms of our agreement was that the sheep were to be purchased at the option of the incoming tenant. There was no price fixed in the agreement. We sold the sheep to the incoming tenant at 1*l.* each after 10 indifferent ones had been taken out. I was told these sheep were sold afterwards at 23*s.* each. I am of opinion that the landlord or incoming tenant should buy the sheep at the valuation of two independent persons.

Game. — The game was reserved. I remember much damage being done to the crops by game, especially rabbits, but we never received compensation. After the Ground Game Act came into force I used to kill the rabbits but not the hares, I also had to keep a dog for my landlord. The game on Marchlyn has been let to Major-General White and on other farms to Colonel Morris, Llwyngwern.

Work.—I worked hard with my father at Marchlyn until he left, but I never received any wages. We used to do a little carting, and were it not for the additional money we received from that we could not have paid the rent. When my father died I got what was left after him, but that was not much and not nearly enough to compensate me for my work.

We had to keep the buildings insured and for some years to pay the landlord's crown tax. My father ultimately refused to pay the tax.

It is a notable fact that several tenants on the Marchioness of Londonderry's estate in this district have failed to live on their farms, I may mention the following:—Edwd. Pugh, Aberffwdlan; Evan Anwyl, Hendreseifion; Evan Pugh, Glanfechan; Thos. Jenkins, Glanfechan; Owen Jones, Ffridd; David Pugh and John

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[Continued.]

Chairman—continued.

Pugh, Dolgelynen. When a farm on this estate becomes vacant it is almost an invariable rule that the new tenant is a stranger to the estate. I believe that the farmers are afraid to come before the Commissioners to give their evidence. I believe also that in many cases they distrust the secrecy of the ballot.

Sir John Llewelyn.

70,537. How long ago is it since you left the house you have been speaking of?—Seven years last May.

The witness withdrew.

Mr. RICHARD GILLART called and examined.

Chairman.

70,540. What do you wish to state?—It is with respect to the state of the buildings upon the farm of the last witness.

70,541. You are the agent of the Marchioness of Londonderry?—The resident agent of the Marchioness of Londonderry.

70,542. Do you wish to rebut this last statement?—Yes. The witness' father, at the time he complained of, when the buildings were in such repair was bed-ridden, and my late father asked him if he should do anything to the house. He said no, he was quite satisfied and that he was not then well enough to have anything done to it. He also stated in taking the farm after Marchlyn was purchased from Mr. Corbett in 1873, that he did not want any repairs done to the buildings, that they would last his time and he did not wish anything to be done. That was the arrangement made with him at the time by my late father.

Mr. Brynmor Jones.

70,543. Yes, but were they in a sanitary condition? Were they fit for occupation by human beings?—So far as my memory serves me the house was not so bad as the witness represents it to be; in fact it was not repaired until some years after he left.

70,544. Do you deny what he says about the snow?—I do.

70,545. It is rather a bold thing to deny it, is it not, seeing that the house was out of repair and that you cannot have been there at the time?—Speaking from the state of the roof, I do not think that the snow could possibly have gone in to the extent that he alleges it did.

70,546. You knew the place at the time to which he is referring?—I knew the place well.

Mr. Brynmor Jones

You have covered the whole ground in your statement. I do not think I have any question to ask you.

Chairman.

70,538. Mr. Vincent hands in the following questions:—"The agent of the Londonderry Estate whom you referred to died long ago, "did he not?"—Yes, a few years ago.

70,539. "Will you give the dates of the various failures on the Londonderry estate "to which you referred?"—I cannot give the dates, but they were all in my time and I remember them.

Mr. Brynmor Jones—continued.

70,547. At the time that he is referring to?—I do not know whether I quite caught what time he mentioned.

Sir John Llewelyn.

I think he said seven years ago.

Mr. Brynmor Jones.

70,548. Yes, seven years ago?—I should think I do know it.

70,549. He said "The wind drove the rain and snow between the slates, and I remember "on many occasions in winter being covered "when in bed at night with about five inches of "snow." Do you not think that that is very probable if the roof was defective, that it might take place?—All I say is that I do not think that it possibly could have gone in from my knowledge of the house, and his father having told my late father that he would rather not have anything done to the house.

70,550. Very likely, but that does not affect the point that I am upon now?—All I say is that I am positive the snow could not have gone through the roof of that house to the extent that he said it did go.

70,551. Well, it could get through in fact?—In some parts it might, but not to the extent that the witness said.

Chairman.

Mr. Griffiths has handed in some questions, but I must state that we are strictly confined in this instance to rebutting evidence.

Mr. Brynmor Jones.

70,552. I suppose Mr. Henry is going to give evidence, is he not?—Yes. See 70,886

70,553. He is agent for the Londonderry estate?—Yes.

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Mr. R. GILLART.

[Continued.]

Chairman.

Those questions can be put when the Londonderry estate is gone into.

Mr. Brynmor Jones.

When the agent of the estate, either this gentleman or Mr. Henry, comes and gives his general evidence, general questions of that kind can be admitted, but at the present time even the Commissioners are confined to questions arising on this matter.

The witness withdrew.

The Rev. THOMAS GRIFFITHS called and examined.

Chairman.

70,557. Will you tell the Commission of what denomination you are a minister?—I am an independent minister.

70,558. Is this your statement?—Yes.

70,559. Will you kindly give it us?—I will, my Lord.

70,560. Do you live here?—I live close by the town—within a mile and a quarter. I beg to make the following statements before the Land Commission:—

1st. Concerning the enclosure of Commings Pandry Bach, situated in the parish of Uwchygarrag. It contained somewhere about 80 acres of land. It was enclosed some 15 years ago. The names of the three parties who enclosed it are as follows: The late Marquis of Londonderry, Mr. Edward Morgan, public auditor for North Wales, and Mr. Edward Lewis, Henllan Uchaf. They subdivided it into three equal parts, and three agreements were drawn out to represent the several parts. A dispute arose between the Marquis and Edward Lewis concerning an old cart road which crossed this common to Henllan Uchaf. They wrangled over it for about two years, and Edward Lewis had to give way. In about eight years after the common had been enclosed, one of the above parties threatened to break down the whole fencing, and admitted to me that there were three agreements drawn out, but not one of them had been signed by any of the parties. Then in years after the enclosures another dispute arose between the Marquis of Londonderry and the Highway Board concerning a certain quarry from which the Highway Board had been getting stones to mend the road for centuries past. Mr. Richard Gillart, the late agent of the Marquis offered the quarry to them on condition that they would pay a shilling a year, but they refused, and the Marquis and his agent had to give way and treat the land as pure common land.

2nd. In the parish of Uwchygarrag, Joseph Evans, J.P., Frônnygog, enclosed somewhere about 25 acres of common land which we call Comming Blaenypant. This enclosure was done about three years ago.

3rd. In the parish of Penegoes, Mr. Bonsel, Fronfraith, Cardiganshire, who is a J.P. and a landowner, enclosed a very large tract of common land about 10 years ago to be a sheep

Chairman.

70,554. There is a question handed in by Mr. Vincent—"Were you ever upstairs at "Marchlyn?"—Yes, my Lord, I was.

70,555. Were you present when the conversation took place between Mr. Edward's father and your father as to the repairs which Mr. Edwards father said he preferred having undone?"—I was.

70,556. You were present?—Yes.

Chairman—continued.

walk to a farm of his called Tynnycoed. The size of it is somewhere about 60 acres. Secondly, he enclosed another tract of land less than three years ago, on which he has planted 17,000 young trees with a yard distant from each other. Thirdly, he is now carrying out another enclosure about a mile and a half from Machynlleth, which we call "Lle Goleu." Its length is somewhere about three quarters of a mile long and about 500 yards in breadth. Forsooth, he sent a letter to the County Council to inform them of his intention of carrying out this enclosure. He did not write to the County Council when he had carried out previous enclosures. And why? I beg to ask the Commissioner to read the letter which I wrote to Sir W. W. Wynn on the 14th of April last, and they can understand the reason why. May I read the letter which comes in connection with that part of my evidence?

70,561. You had better read it now, I think.—Yes. "Pontfaen, nr. Machynlleth, April 14th, 1894."

That was the day after the occurrence took place. "Dear Sir Watkin,—You will pardon me for calling your attention to a very strange occurrence which happened close by here yesterday. Bonsel, Fronfraith, near Aberystwyth, his son Bonsel, Alltyllan, together with three other men came to the common land adjoining Penrhos manor farm to draw lines of demarcation preparing for enclosure. I have been keeping seven or eight sheep on this common for the last 12 years. But yesterday Mr. Bonsel, Alltyllan, ordered his father's steward to turn them off. I resisted him, but Mr. Bonsel, Alltyllan, began to help him in earnest to drive them off. They held on in this fashion to worry my few sheep for 20 minutes, the old Bonsel looking on and encouraging them. I reminded the young Bonsel of his responsibility as chairman of the Bench of Magistrates at Machynlleth, but to no purpose—he was more like a madman than a human being. Then I told him that I would take out a summons against him, and his reply was that he wanted that so that they could throw the case up to London. Then I remonstrated with the old Bonsel and his reply was, if you want law you must go to London and we will give you a bellyful of law. I have quoted to

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[Continued.]

Chairman—continued.

you their exact words. They actually turned five of my sheep to the highway to Penegoes, severing one from her lamb. This was the most disgraceful scene that I had ever witnessed, by two magistrates. Are we to consider such men as these worthy of meting out punishment to evil doers? Have they not violated the law themselves. Now, Sir Watkin, I appeal to you, as the lord lieutenant of the county. The villagers, mostly your household tenants, have been going to this mountain common to gather little ferns to put under their pigs, to get some gorse to heat their oven so as to get bread to eat, also it has been a pleasure ground for their children. And if they are going to be deprived of this common it will be a degraded injustice. I have heard the villagers talking together lately and saying, 'Surely Sir Watkin is too honourable to allow them to close the common. All the neighbourhood is already aware that Mr. Bonsel, Fronfraith, has enclosed scores of acres of this common land of late years, and they are determined to resist any further enclosures until the Land Commission has done its work.'

I wrote also to Mr. Humphrey Owen, M.P., and he advised me to lay the case before the Commissioners and that was the reason I did not forward my letter to Sir W. W. Wynn. Now, while this enclosure is going on a rumour has been put afloat and circulated that Mr. Bonsel has received the permission of the County Council to carry out this enclosure. I beg to denounce this. The County Council never was endowed with such an authority. This is only a red herring to deviate or cast dust into the eyes of the public. Mr. Bonsel has no title deeds whatsoever to the above enclosures—it is only rapine and plunder—the land is pure common land. Mr. Bonsel has underlet a portion of this last enclosure to a person already for 2*l.* or 2*l.* 10*s.* a year.

4th. In this parish of Penegoes, Mr. Evan Owen, Llawr, Penegoes, now at a bank in Bettws-y-coed, enclosed a tract of common land somewhere about 25 acres in the year 1893. A neighbour asked Mr. Nicholas Owen, Penegoes, J.P., and a brother to Evan Owen, who gave his brother permission to enclose this land; his reply was that he did not ask the permission of anybody.

5th. In the parish of Penegoes Mr. Rowland Williams, Penrhos, who has become lately half owner of his farm, is now carrying out an enclosure. The size of the plot is somewhere about 80 acres of common land.

6th. In the parish of Isygarreg a very large tract of common land was enclosed by the late Marquis of Londonderry. The marquis having bought a farm called Glanmerin some 10 years ago, one of the first things he did was to close in somewhere about 50 acres of common land adjoining Glanmerin and which was a portion of park common which adjoins Machynlleth. I did call the attention of several of the townspeople to it. One of them suggested that there might be some agreement between the late tenant and Sir Pryse Pryse, Gogerddan. Then I made

Chairman—continued.

inquiry of the late tenant and he told me that there was no agreement whatsoever. From heresay I might mention half a dozen more enclosures which took place in former years: Ceniarth, Brynllwydwyd, Llynllloedd, &c.

I ought to have mentioned that Mr. Bonsel has come into possession of Penrhos Mawr farm during the last 18 months, and this farm is adjoining the common land which he now encloses. I have a statement to make concerning some land which is situated at Forge, the proprietor of which is Mr. Edward Morgan, auditor for North Wales. I beg also to make a statement concerning the outside buildings of farm about mile and half distant from Machynlleth.

70,562. Is that your statement?—That is my statement, my Lord.

Mr. Brynmor Jones.

70,563. In what manor is this property that you have referred to in your statement with regard to Mr. Bonsel's conduct? What is the name of the manor?—It is a pure plot of common mountain land, and it has been cut up now and then and enclosed. The greater encloser of this plot of land—it would measure somewhere about 4 miles in length.

70,564. Who is the lord of the manor?—So far as I understand he is Sir Watkin.

70,565. Mr. Bonsel is not lord of the manor?—Mr. Bonsel is not lord of the manor.

70,566. According to the report that we have, or rather the memorandum I ought to call it, the parishes of Llanbrynmair, Penegoes, Machynlleth, Cemmes, Llanwrin and Darowen, excepting portions of the three first parishes, are in the lordship or manor of Cyfeiliog. That is, I understand, one of the manors of Sir Watkin Williams-Wynn. Is Mr. Bonsel a freeholder or is he a tenant under Sir Watkin?—A freeholder.

70,567. Are there any other freeholders around this common?—I may tell you this, that in many years past the late farmer of Penrhos Farm asked several times the permission of Sir Watkin to enclose a plot of this common land but it was refused and Sir Watkin let out a quarry to one Mr. Williams from Portmadoc, and the refuse of that quarry is being carried to this commonland. It was carried there for 15 years and it was always understood by the neighbours and all around that Sir Watkin was the lord of the manor.

70,568. Are you sure that there have been no courts held at the manor at which these encroachments have been sanctioned by order of the court?—I am not aware.

70,569. With regard to this waste which you had this dispute about, was it waste on which the neighbouring tenants were in the habit of sending their sheep and their cattle?—Yes.

70,570. Were there separate sheep walks on it?—Yes, separate sheep walks.

70,571. I should think the presumption is that it was common land. You know nothing as to any Acts of Parliament having been obtained or

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[Continued.]

Mr. Brynmor Jones—continued.

anything of that kind?—Nothing whatsoever, but I can mention this, that a certain farmer who is a tenant of the Marquis—of course I need not mention his name—but one of these farmers that had sent sheep to this common land had been in the habit of cutting a large plot of fern for 25 years on this common land and this Rowland Williams of Penrhos-bach threatened to take out a summons against this tenant, but he never did so and this farmer asked Rowland Williams when was he going to have the summons.

70,572. In 1874 we found from the Return that in the parish of Penegoes there were 6,903 acres in the total area and the common land amounted to 3,600 acres. How much is left now unenclosed?—Very little is left and it will be soon entirely enclosed.

70,573. Do you mean to say with regard to all the cases you have mentioned that you have not heard of any Act of Parliament?—No Act of Parliament.

70,574. Or have you heard of any Order of the Manorial Court?—Nothing whatsoever.

70,575. I should advise you first to look at this new Act about enclosures and consider what your legal position is under that Act?—Quite so.

Mr. Brynmor Jones.

There is a recent Act passed which prevents an encroachment without certain consent.

Sir John Llewelyn.

70,576. Did your letter to Sir Watkin go?—No it did not.

70,577. I understood you to say that you had withdrawn it and that it did not go?—Yes it did not go.

70,578. Did you propose to appeal to him because he was lord of the manor?—Yes, that was my first intention.

70,579. How many sheep had you on the land?—I never had more than 10.

70,580. To whom did you pay rent for them?—It was a pure common.

70,581. You did not pay rent to anybody for pasturing your sheep there then?—No.

Chairman.

70,582. The following question is put by Mr. Vincent—"Do you understand that our case" (I suppose that means the case of the gentlemen who have enclosed these portions of land from time to time) "is that these are separate sheep walks and never were commons?"—I never understood but that it was only pure common land, and it has been in possession of another party some 50 years ago. There was a considerable transfer of land; one landowner living in this town owns some property in that direction—a gentleman of the name of Mr. Long. There was a tenant at Pandy-bach opposite the river, and he kept sending his sheep on this common of Lle Goleu, that is in the Penegoes parish, but the river separates the two parishes. This tenant of Pandy-bach always used to send his sheep to this common land.

Mr. Brynmor Jones.

70,583. Quite so, but the point which Mr. Vincent is suggesting to you is this, that what Mr. Bonsel says is that this sheep walk is his own freehold property and was not part of the waste of the manor. Now, Sir Watkin would probably say, or his agents would say for him:—"Why, it was never separate sheep walk in that sense at all; it was part of the waste of the manor over which you as freeholder had a right to depasture your cattle?"—Quite so.

70,584. This division of separate sheep walks is simply a division which is frequently recognised in Wales as it was in Glamorganshire in a certain case recently; it was simply of convenience among sheep owners who wished to depasture their flocks who made this arrangement among themselves. That is the meaning of Mr. Vincent's question.

Chairman.

70,585. Mr. Owen Wynne asks:—"Do not these people who cut fern, &c. pay an acknowledgment to the tenant for doing so?"—Not one, so far as I know, with the exception, I think, of John Jones, a smith, who has admitted to me that he has paid some acknowledgment to the Penrhos Mawr folks, but all the other villagers have never paid any recognition whatsoever for the fern they get and the gorse they have dug up and cut during all the years past.

70,586. The following question is also by Mr. Owen Wynne:—"Under what right did you put your sheep on Penrhos Mawr. Do you not reside in another parish?"—I put my sheep on that plot of Penrhos Mawr because I considered it was a pure common.

Mr. Brynmor Jones.

70,587. That does not matter. It is a question of manorial rights?—But I have just a little more to tell your Lordship concerning a plot of land of which Mr. Edward Morgan is the owner. The late Mr. Long was the owner previously and Mr. Morgan is in court in your presence. I wish to state before the Commission that it is a plot of land four acres in size. The rent of that land was in the time of Mr. Long 6*l.*, but Mr. Morgan has been receiving 20*l.* for it, and the last sum which he received for this plot of land was 16*l.* per annum. I beg to suggest, according to what I have stated in my report of the farm belonging to the Marquis of Londonderry within a mile and a quarter of this place, that it is now in the most disgraceful condition as regards repairs; there is no cart house there; no fencing, and no gates. There has been a new gate brought up very lately but without a hinge to it. The poor man at the inset of last winter had a large portion of his cowhouse fall in, and it was left in that state for say a month in the very beginning of the winter, in consequence of which two of the farmer's cattle died. That is last winter. I would appeal to any two impartial gentlemen that would visit that farm and I say they would denounce it as very unworthy of being in the occupation of a farmer.

See evidence of next witness.

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[Continued.]

Sir John Llewelyn.

70,588. That was last winter?—Yes, that was last winter.

70,589. Have any repairs been done to it since that?—Only this new gate has been just brought up to the place and put at the outside of the farm, but there are no other gates whatsoever put up.

70,590. You said that the bad repairs were the beginning of last winter?—Yes, and it has been in that condition for years, and I have heard complaints.

70,591. Why do you say it was the beginning of last winter?—It was at the inset of the winter.

70,592. Was anything done to it in the way of repairs after that?—Well, it was nearly the

Sir John Llewelyn—continued.

middle of winter before anything was put up to shelter the cattle, and what was put up then was a bit of zinc, and the altitude of that farm is about a mile above the sea level. It is in a bleak, fearful spot of the country.

70,593. But something was done?—Yes

70,593a. There is a question handed up by Mr. Gillart: "Will you give the name of the farm "on the Marchioness of Londonderry's estate to "which you referred?"—I think I have given sufficient hints already to enable the steward to identify that farm.

70,594. You would rather not answer that question?—Well, I may as well tell you, the name of the farm is Bwsgellyn.

The witness withdrew.

Mr. RICHARD GILLART recalled and further examined.

Sir John Llewelyn.

70,595. What do you wish to say?—I wish to say that the statements made by Mr. Griffiths are totally untrue, and that the buildings and the house on the farm referred to by him were put into thorough repair by Lady Londonderry. There is no blame attaching to us for the buildings being in the state they are, and they are not in the condition in which he represents them to be.

70,595a. Do you wish to say anything else?—That is all I have to say.

Sir John Llewelyn—continued.

70,596. It is merely a matter of opinion between you and the last witness. He says they are not in good order, and you say they are?—Yes, we put them in order for the tenant.

Mr. Grove.

70,596a. It was not during your time?—During my father's lifetime I assisted him in the management of the property. I knew the place very well, and I have no objection to any of the Commissioners going and seeing it.

The witness withdrew.

Adjourned for a short time.

Mr. JOHN MORGAN recalled and further examined.

Sir John Llewelyn.

70,597. You are Mr. John Morgan of Aberystwyth?—Yes.

70,598. A paper is placed in your hands now, do you recognise that paper? [*Referring to the circular quoted at Question 8809a*]—That is my printing.

70,599. By whose orders was it printed?—By John Davies'.

70,600. Do you know whether he was in any way connected with the North Wales Property Defence Association, or any other body?—I understood it to be simply a private speculation of his own.

70,601. Who was Mr. John Davies?—He was a man who kept a grammar school at Aberdovey for some time. His home was at the "Three Tuns" at Aberystwyth.

70,602. Are you aware whether it was authorised in any way by any Conservative body in the country?—I should say not.

Mr. Grove.

70,603. How many did you print of them?—I really do not know, 100 or 200 perhaps.

70,604. Who paid for the printing?—I settled with Davies.

70,605. The same man who ordered them?—Yes.

70,606. It is a paper which was described as a paper issued by the Conservative registry, by a witness who appeared before us at Dolgelly, and another witness at Ruthin?—Yes, I understand that is the paper.

70,606a. That is the circular?—Yes, it is.

Sir John Llewelyn.

70,607. In the statement of your evidence I see you say, "With regard to what has been described as a Conservative registry for securing farms for such tenants, established by the late Mr. John Davies, who kept a grammar school at Aberdovey, I

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Mr. J. MORGAN.

Sir John Llewelyn—continued.

"remember printing some circulars for Mr. John Davies respecting this matter. I understood it to be a private speculation on his part, and do not know that anyone else was co-operating with him;" and you also say you do not know that it was authorised by any Conservative Association that you know of?—Quite so.

Mr. Grove.

70,608. What made you think that it was a

Mr. Grove—continued.

private speculation?—I knew the man very well. I had conversations with him.

70,609. A private speculation with what object or with what view?—I think his idea was to make fees out of it. There is a reference in that manuscript to fees. He was a poor man and willing to earn a fee.

70,610. You thought he did it to make it pay?—Yes, I think so.

The witness withdrew.

Mr. GEORGE H. M. OWEN recalled and further examined.

Sir John Llewelyn.

70,611. What do you wish to say?—I wish, sir, to say something with regard to that circular, if you will allow me.

70,612. Do you wish to rebut the evidence?—No, all I wished to do was to thank Mr.

Sir John Llewelyn—continued.

Lleufer Thomas on behalf of our Association for having traced the circular by producing evidence about it to day.

Sir John Llewelyn.

Very well, it has been traced now.

Mr. JOHN DAVIES called and examined through an Interpreter.

Sir John Llewelyn.

70,613. You are Mr. John Davies of Greenfield House, Machynlleth?—Yes.

[The following statement of the witness was then read.]

The evidence of Mr. John Davies, late of Glanmerin, now of Greenfield House, Machynlleth, farmer.

My family had resided at Glanmerin for some 300 years, and I have spent all my life there till I left about 10 years ago. Glanmerin is a farm of some 400 acres. There used to be attached to it two extensive sheep walks, Hafadwnog and Hyddgen, which would keep some 760 and 1600 sheep respectively. Sir Pryse Pryse was the landlord. I produce two agreements for tenancy, dated 29th December 1850 and 30th December 1863 respectively.

Improvements.—My father was always making improvements on the farm. I remember that he turned about 600 acres of enclosed common into good arable land, which greatly enhanced the value of the farm, but for which he never received any compensation. He also did a great deal of drainage. The landlord would not supply us with pipes and so we had to construct the drains with small stones. The drains being open, the cattle used to get into them, thereby endangering their limbs, causing us great trouble in getting them out. We had to give up doing any more drainage on that account. The farm would have been much improved if the landlord had supplied us with pipes to construct proper drains. I remember my father also building up a hedge thereby enlarging the field below the house. It took him two winters to put it up, between making the earth fence and planting young thorns. He also on different

Sir John Llewelyn—continued.

occasions put up several other walls and fences for which he never received any compensation. I estimate that at the sale about 10 years ago, Glanmerin, owing to the improvements my father and myself had made on the farm fetched double the price it would otherwise have done. I remember the rent being raised on two occasions and in each case the improved value of the farm was the cause. The rent of the whole of Glanmerin in 1765 and for some years subsequently was 42*l*.

About 18 years ago Hyddgen was bought by Sir Watkin and taken from Glanmerin. It was rented at 45*l*. when I took it. It was then let to Mr. Evan Evans, Cefn-y-gader, Llanwrin and Mr. G. W. Griffiths. About 10 years ago, Sir Pryse Pryse sold Glanmerin to the Dowager Marchioness of Londonderry. The purchase money for the farm (including the timber) was 4,400*l*. I then gave the farm up to get a reduction in the rent. I considered the rent too high after Hyddgen had been taken away. Sir Pryse Pryse used to give me the game and to pay the chief rent. I could get no reduction from the Marchioness, and the game was reserved. I estimated this would be equivalent to a rise of 10*l*. on the old rent. I left in 1883.

70,614. When did you give it up?—I gave it up when it was sold to them in order to have a reduction from Mr. Gillart.

70,615. Did you apply for any reduction from the Marchioness?—Yes, I tried to get a reduction from the agent.

70,616. Was the game preserved by the Marchioness?—Yes, she intended to preserve it.

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Mr. J. DAVIES.

[Continued.]

Sir John Llewelyn—continued.

70,617. You did not have to pay the chief rent because you declined?—No. Then I was tenant of Sir Pryse.

70,618. Then you were not tenant of the Marchioness?—No, not of Glanmerin.

70,619. Did you estimate that that would be equivalent to a rise of 10 per cent on the old rent?—Yes, I thought it would be.

The dwelling house at Glanmerin had been in a wretched condition, the outhouses were also in a bad state. Some repair and rebuilding was done. As the farm was a large one extensive buildings had to be put up. I remember that my father had to cart everything. He had also at the time to pay for the lime and slates and the workmen. He had to borrow money to enable him to do so. The money he paid the workmen, and for the lime and slates, he got credit for when he went to pay the rent, but he never received anything for the carting, and for the time of his men, and for several other things which he had to pay for. We had also to cart lime and slates from Machynlleth a distance of six miles, to build the shepherd's house at Hafodwnog. I also carted lime, slates and timber for the house and out-buildings at Hyddgen. I have no doubt but that during my father's time we spent hundreds of pounds in improving the farm and sheep walks, for which we never received a farthing.

Commons.—I remember a part of a common in the parish of Isygarreg being enclosed, which contained about 4 acres. I also remember when I was about 11 years of age 72 acres (according to the last ordnance map) being enclosed and added to Glanmerin, and about 66 acres being enclosed and added to Rhiwlwyfen. Of the 72 acres that were added to Glanmerin, my father reclaimed half of it, and it has been in a flourishing state of cultivation, but is not so now. Sir Pryse Pryse made half the wall, and we carted, but received no compensation. About two years afterwards another enclosure of about 29 acres was made, and added to the farm. About three years ago a piece of the common was enclosed and added to Glanmerin and Gellilydan, the property of the Dowager Marchioness of Londonderry, which has since been divided between these two farms. I well remember the time when anyone could go from the Maengwyn turnpike gate through the Machynlleth common, and then through the common of Isygarreg to the common of Uwchgarreg, and right into the road leading down from Blaenypant to Machynlleth. All this is now enclosed.

Sheep-farming.—The parish of Machynlleth is more especially adapted to sheep-farming. According to the old agreements a stated price per head for each sheep was to be paid by the incoming tenant, or in default by the landlord. When we had to give up Hafodwnog, which the landlord wanted for rearing grouse, Sir Pryse refused to adhere to the agreement. We had to sell the sheep by auction, and lost thereby about 150*l.*, i.e., 5*s.* a head in 600 sheep. In the new agreements there is no provision as to sheep. I believe that a provision ought to be inserted in every agreement, and strictly adhered

Sir John Llewelyn—continued.

to, that the sheep be taken over by the incoming tenant or the landlord at the valuation of two indifferent persons of indisputable integrity. Sheep-farming is costly and risky. Costly to keep the sheep within the proper boundaries, and risky on account of severe winters and sudden storms. I remember that we lost some 160 sheep the night the "Royal Charter" was lost in 1859. They were buried in the snow drifts. The spring of 1886 was also a very severe one, and the farmers suffered severely through their sheep perishing in that year.

Wool.—The prices of wool have fluctuated greatly. I remember wool being sold about 23 years ago at 1*s.* 5*d.* a lb., since then the price has steadily gone down, and it is now about 6*d.* a lb. I remember a time when I was a boy when wool was 6*d.* a lb.

Tithes.—It may interest the Commissioners to show how the tithes used to be collected at Glanmerin. I produce an old book which has been in the possession of my family since the year 1765, and which shows how the tithes were levied at Glanmerin for a number of years. I append the following extracts:—

1804. Tythe.

Catty Davies, Glanmerin.

Account of lambs	-	62
Hafodwnogfawr, lambs	-	34
Hyddgen-on-the-river, lambs	-	66
Brinmoel	-	28
		190

	£	s.	d.
Lambs, tythe, 19 at 7 <i>d.</i>	-	6	13 0
1,000 sheep at 3 <i>s.</i> score	-	7	10 0
Cows	-	0	1 3
Ghoos (<i>sic</i>)	-	0	1 6
Hen	-	0	0 2
2 acres wheat at 6 <i>d.</i> qr.	-	0	12 0
6 acres rey (<i>sic</i>) at 6 <i>d.</i> qr.	-	1	16 0
3 acres barley at 3 <i>s.</i> 6 <i>d.</i> qr.	-	0	10 6
9 acres oat at 2 <i>s.</i> 6 <i>d.</i> qr.	-	1	2 6
8 acres oat at 1 <i>s.</i> 6 <i>d.</i> qr.	-	0	12 0
Patch peace	-	0	0 6
3 acres oat (<i>sic</i>) at 1 <i>s.</i> 6 <i>d.</i>	-	0	4 6

Tythe settle, 19*l.* 0*s.* 0*d.*

C. Davies' tythes, 1810—

	£	s.	d.
3 acres wheat, 8 <i>s.</i>	-	1	4 0
9 acres rye, 6 <i>s.</i> 6 <i>d.</i>	-	2	18 6
4 acres barley, 7 <i>s.</i>	-	1	8 0
18 acres oats, 4 <i>s.</i>	-	2	12 0
161 wool, 6 <i>s.</i>	-	4	16 0
291 lambs, 7 <i>s.</i>	-	10	3 3
6 cows	-	0	0 9
20 cattle, 1 <i>s.</i> 6 <i>d.</i>	-	1	10 0
Easter dues	-	0	1 6
Hay	-	0	0 2
Colt	-	0	0 4
Goose	-	0	2 6
60 milking ewes	-	0	2 0

26 0 0

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Mr. J. DAVIES.

[Continued.]

Sir John Llewelyn—continued

July 12th, 1810.

Mrs. Davies's tithes 25*l.* 0*s.* 0*d.*

Tythes, July 11th, 1822—

	£	s.	d.
900 sheep at 2 <i>s.</i> 6 <i>d.</i>	5	12	0
300 lambs at 5 <i>s.</i>	7	10	0
Hay and Easter dues	40	1	2
12 cows	0	1	6
20 cattle	1	0	0
20 milking ewes	0	0	4
1 acre wheat, 5 <i>s.</i>	0	5	0
4 acres ree at 6 <i>s.</i>	1	4	0
1½ acres barley, 4 <i>s.</i>	0	6	0
16 acres oats	1	12	0

Take 17*l.* 10*s.* 0*d.* - 17 12 0

Wages.—Wages have considerably increased. I append the following extracts from the old book referred to:

Richard Davies, Hafodwnog is wages for the year 1802, 5*l.* 5*s.*

Richard Morris, Hyddgen is wages for the year 1812, 7*l.*

Paid to James Mason for making wall 19 days, 19*s.*

Rent, rates, wages, and nearly all outgoings have greatly increased within the last 40 years. I only know of one thing which has benefitted the farmers, and that only to a slight degree—the knocking down of the toll gates. To my own knowledge farmers have during the last few years been in great straits to obtain money to pay their rents. I know of cases where tenants have gone to the bank for money, and I have helped tenants to pay their rents myself. I am now a small freeholder, having invested the money I got for the stock at Glanmerin in land.

70,620. Do you wish to add anything to that evidence?—No.

Mr. Grove.

70,621. When Glanmerin was sold a long time ago you said that they got double the price because of the improvements that had been made?—Yes, to compare it with what it was 80 years ago.

70,622. What price did it sell for?—I cannot say what it was sold for, but I know the price that Sir Pryse and the agent offered to me.

70,623. Your opinion is that it fetched double the price because of the improvements?—Yes, the improvements and the good times.

The witness withdrew.

Mr. RICHARD GILLART recalled and further examined.

Sir John Llewelyn.

70,639. You want to make a statement?—I want to make a statement with regard to the sheep walk referred to by the last witness, and the common land which he alleges has been enclosed. It has been alleged by the witness that the common taken in at Glanmerin was waste land. I wish to hand in an agreement with the lord of

Professor Rhys.

70,624. In what parish is Rhiwlwyfen?—Machynlleth.

70,625. And Glanmerin?—Machynlleth.

70,626. How far is it from here?—Three miles, and Hafodwnog from Machynlleth is seven miles.

70,627. Is it a good road?—No, a bad road.

Sir John Llewelyn.

70,628. There is a question handed up by Mr. Gillart: "Does the evidence given by you relate to circumstances before the late Marquis of Londonderry purchased Glanmerin farm?"—No, not all the things apply to that time, but since then a part of the common has been enclosed.

70,629. You do not understand the question—[Question repeated]?—A portion of the common has been enclosed since I left the farm.

70,630. This is a question by Mr. J. E. Vincent: "Stone drains are often better than pipe drains, are they not?"—It is impossible to get stones, but there are plenty of rocks there.

70,631. "Openings would have to be cut for the pipe drains, would they not?"—Yes.

70,632. "What then is your complaint?"—My complaint is that we did not have anything for closing them or for making them.

70,633. "Are you a freeholder?"—Yes, a small one.

70,634. "What is the size of the farm you let?"—About 60*l.* per annum.

70,635. "Have you supplied your tenants with pipes?"—No, I only bought it about five years ago, and the tenant has not asked for any yet.

70,636. "Have you raised the rent of Caegidog farm compared with the rent of the previous owner?"—No, the late owner is the tenant, and he offered me more rent, but I knew he could not pay more.

70,637. These are questions by the Rev. Thomas Griffiths: "Are you aware that the late Sir John Edwards enclosed very large tracts of common land?"—Yes, I know a great deal of common that has been enclosed in the parish of Machynlleth. Sir John did enclose common land, but not much.

70,638. "Have you heard that the Marquis reduced the rent of Glanmerin, to the amount of about 20 per cent. per annum, to the present tenant?"—So they say at present.

the manor, Sir Watkin Williams-Wynn, showing that this land was not waste, but sheep walk land—what is largely called exclusive sheep walk. [Agreement handed.] It was not common land, but private property. He also stated that the rent of Glanmerin was reduced. When the witness left the Glanmerin farm, the farm was

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Mr. R. GILLART.

[Continued.]

Sir John Llewelyn—continued.

let to a new tenant at exactly the same rent as he paid, and he continued to pay that rent up to Michaelmas 1892. The rent is still the same up to the present time, but the landlord allows 15*l.* towards the manure and lime.

Chairman.

Do you wish to say anything, Mr. Davies?

Mr. John Davies. Will Mr. Gillart take his oath that he has not reduced the rent to him.

Chairman.

No evidence is taken on oath before the Commission.

70,639*a.* Do you wish to say anything further, Mr. Gillart?—The farm was offered to him at exactly the same terms as the present tenant, because what game there was was reserved to the landlord, and he was interviewed by my late father three times, and sent home three times to

The witness withdrew.

Mr. JAMES GRANT called and examined.

Chairman.

70,644. Are you a member of the firm of Messrs. Powell and Grant, estate agents, Llanidloes?—I am. I wish to give evidence on behalf of Sir John Conroy for his Pennant estate in the parish of Llanbrynmair. Before beginning, my Lord, I wish to state that Sir John Conroy, when visiting his tenants in July last, requested several of them to come here and give evidence. I do not know whether they intend coming or not.

70,645. Sir John asked his tenants to come forward?—He did.

70,646. Your evidence is very full, and we have had a great deal of general evidence before us?—Mine is general evidence.

70,647. Perhaps you will keep pretty strictly to what has not been before us?—Yes. Sir John's estate comprises about 1,701 acres, exclusive of commonable rights divided into 24 holdings of different sizes. The enclosure of commons has, in my opinion, been beneficial to the welfare of the county. Language, politics, or religion has made no difference in the selection of a tenant on this estate. The tenancy commences at Lady-day, and is from year to year. We have never been asked for a lease. I find tenants do not care for leases. When the letting is a yearly one they are free to remove to another farm if they desire to do so. Only two changes have taken place since 1879; in other cases the sons have followed their fathers in the farms, and this is the rule on the estate. We have never had any complaint of hardship under an estate agreement. The landlord does all the repairs, the tenant carting the materials,

Chairman—continued.

consider it, and he came back to say he had quite decided to give up the farm, and not to have it. The game was reserved on each occasion.

70,640. This is a question by Mr. John Rowlands: "What was the date when the rent of this farm was reduced 20*l.*?"—The farm was not reduced 20*l.*

70,641. It was the same rent as before?—Yes, subject to the allowance of 15*l.*

Professor Rhys.

70,642. What do you mean by allowance?—An allowance to the tenant of 15*l.* yearly, which he might spend in manure, and so on, for the farm.

Chairman.

70,643. There is another question handed up by the Rev. Mr. Griffiths: "Is not a portion of the common which was enclosed by the Marquis, and now adjoins Glanmerin a part and parcel of the park common?"—I say it forms part and parcel of Glanmerin, it was part of the sheep walk.

Chairman—continued.

In the case of some new buildings the carting was included in the contractor's contract. The tenants are supplied with copies of the agreements if they wish one, and before signing the contents are explained, or we allow them to have the agreement to read over and confer with their friends. In 1876 Sir John Conroy had a re-valuation made of the whole of the estate, as he considered some of the rents were unequal; the result was the rents were raised in the aggregate about 10 per cent. Three years ago we recommended Sir John Conroy to make again a permanent reduction of 10 per cent., and we also gave 15 per cent. temporary abatements in addition. Previous to that we had been making abatements varying from 10 to 20 per cent. In the case of applications for farms we never take the highest bidder. We try to select the tenant who has sufficient capital, and a good farmer, without any reference to creed or political opinions. We do not think rents have risen so much by reason of the natural advance in the value of land, as on account of railway or other transportation facilities having increased its value, and of the outlay which has been made in permanent improvements, such as building, draining, fencing, &c. Tenants will always give a higher rent for a farm where the homestead accommodation is ample, and the fences, gates, &c. in good order, notwithstanding that the land may be only of the same value per acre as an adjoining farm where the buildings, &c. are not so good. Rents are sometimes increased by interest charged on drainage, but this is an arrangement with the

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Mr. J. GRANT.

[Continued.]

Chairman—continued.

tenant. The size of the holdings on the estate varies from 3 acres to 150.

70,648. There is nothing larger than that?—No, my Lord. No farms have been consolidated since 1879, when we became agents. In one or two instances two farms were let together, and when they were given up we let them as separate holdings, although some of the applicants objected to it. The farms are chiefly upland farms with sheep walks attached. There is not a large area of cultivated land on the estate, but what is cultivated is, as a rule, well managed. Labour is not so plentiful owing to the higher wages earned in the South Wales coal-fields. Arable land has been laid down to pasture in many places. As a rule the seeds are supplied by the landlord. The landlord does all permanent improvements to buildings; and for draining when done by him the tenant pays five per cent. on the cost. In some cases the tenants cut and fill the drains, the landlord supplying the pipes free. We do all the repairs; we only wish tenants to spend their capital in manuring and cultivating the land. So long as the tenant keeps the land clean and in good heart we do not interfere with his mode of farming, except that we do not allow pasture land to be broken up without consent. With regard to game we have no complaint. The relations between the landlord and tenant are satisfactory. All cottages on the estate have gardens attached, and some have an acre or two of land. The cause of depression we set down to foreign competition and occasional bad seasons; the former is the principal cause. The amount expended on the estate is about 30 per cent. of the rental.

70,649. Thirty per cent. annually?—Yes, Sir John gets about 60 per cent on the rental of the estate

Mr. Grove.

70,650. Sixty per cent. net?—Yes.

Professor Rhys.

70,651. And the other 10 per cent.?—I divide it in three; that is near enough.

Chairman.

70,652. Have you any objection to state how much the rental of the estate is?—No. The rental at Lady-day last, after allowing 15 per cent. was 906*l.* 9*s.* 8*d.*

70,653. When are the rents paid?—Twice a year; but that is the year's rental after making

The witness withdrew.

Mr. LEWIS LEWIS called and examined.

Chairman.

70,666. Do you understand English?—I am not proficient in it.

70,667. Is this your statement?—Yes, it was translated to me.

70,668. Has it been translated into Welsh to you by the interpreter?—Yes.

Chairman—continued.

the 15 per cent. abatement. In 1879, when we became agents, the rent was 1,187*l.*

Mr. Grove.

70,654. Have you had any claims for compensation under the Agricultural Holdings Act?—We have had no changes, so that there have been none.

70,655. Do you think the tenants understand the provisions of that Act?—I believe many of them do.

70,656. I suppose you would grant leases if they were asked for?—Yes, if they are asked for we are quite willing to do so.

70,657. You say that copies of agreements are given when asked for. Do you not tender them as a matter of course to a man without his asking for it. Is it not the rule for agents to say: "There is a copy of the agreement you have signed"?—No. Many of the tenants do not care whether they have them or not.

70,658. Do you not think they should have them?—Well, I am quite willing to give them.

Professor Rhys.

70,659. Are the clauses in the agreement carried out?—A question has never arisen with regard to the clauses of the agreement.

70,660. You never have any changes?—No.

70,661. How many tenants have you?—Twenty-four.

70,662. Are the relations between the landlord and tenant good?—They are very satisfactory, and if I may say so, between the tenants and myself as well.

Chairman.

70,663. There is a question from the Rev. T. Griffiths: "Are you aware that Sir John Conroy and Sir Thomas Frost have enclosed a very large tract of common land at Cwmllyn near Cemmaes, and that the fence has been broken down several times?"—Sir John Conroy has nothing to do with any property at Cemmaes,

70,664. Then there is a question of Mr. Owen Wynne: "Are not the farm agreements and the conditions and restrictions of land tenure in England and Wales very much the same?"

We have the same agreement in England and Wales; we have property to manage in Shropshire, and we have the same agreement for each.

70,665. Can you see any reason why Wales should have separate legislation?—I cannot.

Chairman—continued.

70,669. Is it correct?—Yes, so far as I know.

70,670. Are you willing that it should be read?—Yes.

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Mr. L. LEWIS.

[Continued.]

Chairman—continued.

[The following statement of the witness was then read.]

The Evidence of Mr. Lewis Lewis of Caeheulon.

I am a farmer living at Caeheulon in the parish of Penegoes in the county of Montgomery. At the request of several of my neighbours I volunteer to give evidence as to the state of agriculture in my neighbourhood, namely in portions of the parishes of Machynlleth, Penegoes and Darwen.

Land at the present time is generally too expensive. In the first place rents are too high and they are being raised year after year. I know of a farm that used to be let at a reasonable rent, but the rent was raised by about the half with the consequence that the tenant was never afterwards able to keep the farm in proper condition. The agreement often contains very stringent conditions as to planting, cutting, and carting timber, working mines, hunting etc. The rates are also too high, and an undue portion is laid on the farmer's shoulders. In this neighbourhood especially the seasons are often bad, and the harvest poor. Snow has been seen as late as the end of May, and as early as the beginning of September, so that the crops are necessarily light. Bad seasons affect the cattle; there is less butter and milk, so that after providing for the family there is but little to sell. On an average in a neighbourhood like this there are three bad seasons to every good one.

Not only rents and rates are high, crops light, and prices low, but wages are much higher than they ever were. Years ago, a man-servant could be hired for from about 8*l.* to 9*l.* a year and his keep; now a man-servant must have from 25*l.* to 28*l.* and his keep. Years ago female servants could be engaged for from 3*l.* to 5*l.*, but now they must have from 10*l.* to 15*l.* and their keep. The hours of working have also been shortened, and there is an agitation to have them still shortened to eight hours. The food that is now given to farm servants and labourers is much better and more expensive than it used to be. I do not say that the food supplied is too good or the wages too high, but the better food supplied and the higher wages paid means heavier expense to the farmer. Mechanics and craftsmen, such as blacksmiths, joiners, shoemakers, and tailors also demand higher pay. Fuel is also now more expensive. Years ago enough fuel could be obtained by digging for it, but now coal at Machynlleth station costs from 20*s.* to 24*s.* a ton. Lime also costs from 15*s.* to 17*s.* a ton at Machynlleth. I am told that the reason why the price of coal and lime are so high here is that the railway companies have the monopoly of the means of conveyance, and that they can therefore fix their own prices. Coal and lime can be had cheaper at Aberystwyth, though it is 20 miles further than here, the reason being that Aberystwyth is the terminus of two railways, belonging to different companies, and is a seaport town.

Chairman—continued.

I am of opinion that it would greatly benefit the community if the Government were to take over the management of all the different railways in the Kingdom.

As proof that land is too expensive to be profitably farmed, I may mention that there are some freeholders in the neighbourhood who cultivate their own land, but who fail to make more out of it, according to their own testimony, than enough to clear wages. In consequence they let their farms at high rentals, and the poor tenants have to work hard for a bare pittance, merely enough to supply them with a scanty amount of food and clothing. I venture to say that if all the land-owners of the neighbourhood were to farm their own land none of them would have anything to spare after paying all expenses. The question naturally suggests itself "why then do not farmers give their farms up?" They dare not do so, unless they have definitely decided to leave. And farmers are naturally reluctant to leave what has been the old home of the family perhaps for generations. They often prefer to work hard all their lifetime, for merely enough clothing and food rather than leave. It is no use giving notice to give a farm up with a view to obtain an abatement in the rent, when the agent can say that he has a number of applicants ready in case it should become vacant. The farmers are of course to blame for this state of things, but it can be attributed to the natural preference people have for their native place, and to follow the occupation in which they have been brought up rather than leave for such places as the Glamorganshire coal-mines and other places. I know of a farm that used to be cultivated well; the farmer went to the agent to seek an abatement of 10*l.* in the rent which was refused. He thereupon gave the farm up. It was let to another. The new tenant went in and kept a careful account of all receipts and payments. He saw that the expenditure exceeded the income, and he took the balance sheet to the agent. He obtained the reduction which the former tenant had asked for and had been refused.

The agreements also sometimes contain clauses that are very oppressive on the farmers. On some estates a tenant is bound to rear a hound or two for the landlord. Rearing a hound will cost the farmer almost as much as keeping a pig, and the hound often does a great deal of mischief and damage besides. A landlord would be ashamed to send a small pig to his tenant to be brought up for him, but the farmer would often just as rather, if not preferably rear the pig as the hound. Advantage is also taken as against the tenant of the landlord's right to the timber, and to sell and remove the same. When a plantation of a fair size is sold, the purchaser has generally two years in which to clear away the timber, but often a longer time is taken, and very often the land is recklessly damaged, no regard whatever being paid to the crops and the pasture. If the woodmen are requested to try and do a little less damage to the fields, the

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Mr. L. LEWIS.

[Continued.]

Chairman—continued.

probability is that they will do more, and if the agent is informed, he will very likely tell the tenant that he is at liberty to leave. In some of the agreements there is a provision for compensating the tenant for the damage thus caused him, but it is very seldom that he obtains any compensation; generally the tenant must bear the whole loss.

It is also very unjust that the purchasers of timber should be at liberty to make use of the highways, to cart away their heavy loads, without paying any highway rate whatever. The farmers, as a rule, bear the burden of the highway rate. Farmers have seldom on the road a load exceeding a ton, while timber-loads often weigh between three and four tons. The latter do incomparably more damage to the roads than the farmers' comparatively light loads. Either the vendors or the purchasers of timber ought to bear a fair share of the highway rate.

The clauses as to game are also generally very oppressive. The right is reserved for the landlord, his friends, and servants to come on the land at any time in pursuit of game. Much damage is often caused to the crops and hedges by hunting parties; the animals are also often frightened and a great inconvenience is caused thereby to the farmer.

Tenants are also generally bound to cart for repairs and for building on their farms. And though they consent to do so, the buildings are often in a very dilapidated state. The kennels built for the hounds are often better than some of the farmhouses on some estates. Dilapidated houses and buildings are not only inconvenient and unhealthy for the inmates, but cause loss to the tenant. If the tenant carts for building or repairing he is seldom compensated.

Agents are also too often bribed; and if the agent is not bribed the tenant or applicant for a farm may know the consequence. I am of opinion that in many cases the agents are the cause of much of the oppression that is brought to bear upon the tenants. The landlords are often ignorant of the real state of affairs; they trust too implicitly to their agents, who naturally want to make as much profit out of the estate as possible. The agents are, or ought to be, men intimately acquainted with the tenants and with the way in which they live. They are, or ought to be, well aware of the great difficulty under which the rent is often scraped together, and they ought to inform the landlord thereof. It would be a blessing for the landlords and tenants if they were brought into closer contact; greater sympathy between them would probably ensue.

When everything is taken into consideration I am surprised that farmers are able to live as they do. But they cannot continue long to carry on as at present, unless they obtain relief from some source.

Perhaps I ought to add that personally I have had no grounds of complaint; I have always found my own landlord fair and reasonable, and ready to meet me; but the instances I have adduced in my evidence are well within my

Chairman—continued.

knowledge, and are notorious in the neighbourhood.

In conclusion I would suggest the following reforms—

1. Fair rents.
2. Security of tenancy.
3. Compensation for improvements.
4. A new compulsory game law.
5. Uniform railway rates.

70,671. Who is your landlord?—Mr. Evans, Fron-y-gög.

70,672. How many acres do you farm?—I do not give any evidence concerning myself, only general evidence.

70,673. You will not say how many acres you farm, or what your rent is; we do not want to press you?—I could do so, but I might as well not.

Professor Rhys.

70,674. You spoke about the food of the farmers just now?—Yes.

70,675. And you say that that the food of the farmers and labourers is much better now than it used to be?—Yes, it is a little better; there is a difference in living, in food, clothing, and everything.

70,676. What is the food of the small farmer in this neighbourhood?—Well, there is a difference; they do not all get the same food; some, for instance, get "*flummery*" in the morning.

70,677. As breakfast?—Yes, as breakfast, with a cup of tea to follow it.

70,678. And "*bara blaeth*"?—Sometimes they get bread and milk for breakfast, and broth sometimes.

70,679. And dinner?—Potatoes and bacon for dinner.

70,680. Do they have any bacon at breakfast?—Yes; salted bacon.

70,681. Do they have ever any fresh meat at dinner time?—No; we could not pay the rent at all if we had to buy fresh meat in the market.

70,682. You kill beasts sometimes?—Yes, we kill something that we cannot sell at the end of the year.

70,683. You do not have any fresh meat at dinner time generally?—As a rule not.

70,684. Do you have any food in the afternoon?—Yes, about 4 o'clock. The country drifts to tea now generally.

70,685. And supper?—That differs, porridge sometimes—occasionally.

70,686. What do you call porridge in Welsh?—*Uwd*.

70,687. You say that the food is better now than it used to be?—Yes, a little.

70,688. What was the food when you first remember?—The old people used to have bread and buttermilk.

70,689. At what meals?—Sometimes in the morning and sometimes in the afternoon, and dry, home-made cheese.

70,690. When did they eat that?—Morning and afternoon.

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Mr. L. LEWIS.

[Continued.]

Professor Rhys—continued.

70,691. Did they ever have any butter?—I have heard that in the olden times they used to have as much as a spider's egg of butter, but they get a little more now.

70,692. Did they ever use to eat eggs?—I never heard of it.

70,693. Do they sell all the eggs now?—Yes, so I find it, in order to have a little tea and sugar.

70,694. We were told yesterday, I think, that there was now a much better feeling prevailing between the landlords and tenants than there used to be years ago in these parts?—I do not understand that, because in the olden times I am told the landlords and tenants used to be like brothers together, but now, as a rule, the landlord is not known to the tenants personally; they do not know one quarter of them.

70,695. You do not quite agree with that evidence. That is not your experience?—Speaking for myself I can say I agree with my landlord as well as I ever heard of anyone doing.

70,696. You speak on behalf of your neighbours then?—I do.

70,697. And what you say applies to the neighbourhood around you?—Yes.

70,698. The feeling is not so good between the landlords and tenants in your neighbourhood as you could wish?—No; not in some cases.

Mr. Grove.

70,699. You speak of fair rents. How would you settle the fair rents. Would you like a land court to do it?—I do not believe in a stranger coming to value land, and to take the land only into consideration. I do not think that there is a man born who can give the value of land by looking at the land alone.

70,700. Is that your full answer?—That is my belief.

70,701. Then how do you propose to get a fair rent fixed?—Well, I would take into consideration how many farm servants would be necessary, and female servants, and then I would fix a fair wage for them. Then I would take into consideration all the other costs.

70,702. You need not enumerate all; you mean you would take into consideration the expenses of working the farm?—Yes, the amount of wages. After taking into consideration the expenses of working the farm I would then inquire how much stock I could sell upon the farm every year.

70,703. You would want to see how much money had gone out and how much would come in?—Yes, then I should know what the rent of the farm should be.

Sir John Llewelyn.

70,704. How many farmers were present at the meeting at which you were delegated to come here?—Well, I could not say; I did not count them; but the farmers in the neighbourhood were there generally.

70,705. Were there any freeholders among them?—I cannot say that there were.

Sir John Llewelyn—continued.

70,706. There were a good many people?—Yes, the room was full.

70,707. Were you instructed to say that the agents were sometimes bribed?—No, I did not say that I would; after I was deputed to come I took the thing upon myself.

70,708. You see almost immediately after saying that the agents were bribed you say these things are well within your own knowledge?—I do not say that they are all bribed, but I believe there are some, and a respectable man told me the case of a farmer who went every year to see the land agent.

70,709. Can you give an instance of an agent being bribed?—I saw a tenant of the landlord going to see the agent.

70,710. Who was that?—That is the beginning of my statement—seeing him going there very often I met the tenant.

70,711. What was the tenant's name?—I do not wish to name anyone.

70,712. These are the words to which I want to refer you: "The instances I have adduced in my evidence are well within my knowledge, and are notorious in the neighbourhood"?—Well, let me go through it. I saw this man who was doing a great deal for the agent, and I said to him that I did not think it was right for him to do more for the agent than for anyone else.

70,713. Who was the agent?—I will not say that either.

Chairman.

70,714. These are questions by Mr. Vincent: "Sir Watkin has called on all his tenants, has he not?"—When?

70,715. Mr. Vincent wants you to answer that. Has Sir Watkin called on all his tenants?—I have not mentioned Sir Watkin.

70,716. You said in your evidence that a great many tenants did not know their landlords?—Oh, there is no doubt about that.

70,717. Now, can you answer this: Has Sir Watkin Williams-Wynn called on all his tenants?—Well, that would not be sufficient for him to know them personally or intimately, even if he had known them afterwards.

70,718. "Are Major Bonsal and Mr. Joseph Evans well known to their tenants?"—Yes, Mr. Evans is, he knows them like his children.

70,719. And Major Bonsal?—I do not know.

70,720. "Is not Lady Londonderry well known to her tenants?"—No, I do not think she is known to one-third of them. I cannot be certain about it, but that is my belief.

70,721. "Does not Sir Henry Wiggin spend his time and money in this district?"—I do not know about him.

70,722. "What other large landlords are there in this district?"—Sir Watkin and the Marchioness of Londonderry.

70,723. Are there any others?—There are no other large landlords about here.

70,724. Mr. Vincent asks: "Do you think it is fair to make serious accusations, such as,

See 70
-4 and
70,851.

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Mr. J. EVANS, Mr. R. GILLART.

[Continued.]

Chairman—continued.

"you have made, without naming the persons so that they may have a chance of meeting them?"—But that would create a good deal of ill feeling in the neighbourhood.

70,725. This is a question by Mr. Owen Wynne: "Have you an agent on your farm?"—Yes, there is an agent.

70,726. This is a question by the Rev. Thomas Griffiths: "What abatement has your landlord been accustomed to give back during the late years of agricultural depression?"—I

Chairman—continued.

cannot answer for others, but I have had 3s. in the £.

70,727. "Are you allowed to kill the game on your farm?"—I have not tried to.

70,728. Do you get some compensation for the game?—No, I never had any, but there is not much damage done.

70,729. This is a question by Mr. Owen Wynne: "Who is the agent over your farm?"—His name is Edward Thomas; he lives close by. He looks after the timber and other things.

See evidence of next witness.

The witness withdrew.

Mr. JOSEPH EVANS called and examined.

Chairman.

70,730. You are Mr. Joseph Evans, of Fron-y-gôg, Machynlleth?—Yes. I wish to say that I do not employ any agent on the property; I am my own agent; the man the last witness referred to is merely a woodranger.

Chairman—continued.

70,731. Only a woodman?—Yes.

70,732. Is there anything else you wish to say?—I have nothing further to say.

The witness withdrew.

Mr. R. GILLART recalled and further examined.

Chairman.

70,733. There is something you wish to rebut?—I wish to rebut the last witness' statement with regard to Lady Londonderry not knowing her tenants. What he stated is not the fact. I may say she is personally known to all the tenants. At the rent audit she shakes hands with them, and when she is visiting here she goes round personally and converses with them as often as anybody. Her

Chairman—continued.

tenants are all well known to her. As I stated, she meets them at the rent audit, and shakes hands with them, and sees that their wishes are attended to, and wishes them to be comfortable in every possible way.

70,734. I think it is generally agreed that Lady Londonderry is very well known and very much beloved by her tenants?—Thank you, my Lord.

The witness withdrew.

Mr. THOMAS DAVIES called and examined.

Chairman.

70,735. Do you speak English?—Well, I can do middling. I can do fairly well.

70,736. If there is any word you do not understand we will have the interpreter at once. Have you got your statement?—Yes.

70,737. Would you like to have it read, or will you read it yourself?—I will read it myself, if you please.

70,738. What are you, are you a tenant farmer?—Yes.

70,739. Under whom?—Mrs. Woosnam; Messrs. Powell and Grant are the estate agents.

70,740. Can you tell us the extent of your farm?—I am not going exactly to report on my farm. I have been appointed to give general evidence for the parish.

70,741. But what is the size of your farm?—152 or 153 acres.

70,742. Have you any objection to state the rent?—The rent is 110*l.* without the abate-

Chairman—continued.

ment. The rent is 110*l.*, but I receive 3s. in the £ abatement.

70,743. Will you kindly tell us what you wish to say?—My Lord and gentlemen, I beg to inform you that I have been appointed by a committee of farmers and labourers to lay evidence before the Royal Commission on Land in Wales, for the parish of Trefeglwys; but I have found it a very difficult task to obtain any evidence except from tenants who have been obliged to leave their previous landlords.

70,744. How far is Trefeglwys from here?—It is near Llanidloes; I cannot tell you how many miles.

70,745. But is it 10 miles, or 3 miles, or what?—I paid this morning 1s. 10*d.* railway fare, so you can tell by that.

70,746. Do you mean to say you have found difficulty in getting people to come before the Commission?—Well, I do not know that any-

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[Continued.]

Chairman—continued.

body has tried, but I find it very difficult to get any evidence from a tenant living under his present landlord.

70,747. In the district?—Yes.

70,748. They have declined?—Yes, there are several that have declined distinctly. They tell me of their grievances, and they wish me not to expose their names.

70,749. But do you think they are afraid to come forward?—I know they are.

70,750. Do they know that they would be well protected if they did?—I dare say they know, but they are afraid; perhaps they think that the landlord's or the agent's arms are longer than any law. I could not tell exactly, but I must say I have had that intimation from my agent whatever. He said at our last rent audit that we were at liberty to give any evidence we wished.

70,751. That was Mrs. Woosnam's agent?—Yes, Mr. Grant.

70,752. He said at the last rent audit that there would be no difficulty about any of her tenants coming forward?—That he wished and hoped we would come if we had any grievances to bring forward.

Sir John Llewelyn.

See 70,644.

70,753. Is that Mr. Grant who has appeared before us this morning?—Yes.

Mr. Grove.

70,754. What made Mr. Grant say that, were you talking about the Commission?—No. It was after the rent audit, after we had paid the rent, and after we had dined.

70,755. You had a little chat together?—Yes, and drinking toasts, and so on at the rent audit after dinner.

Sir John Llewelyn.

70,756. But in spite of that you think some of the tenants are afraid to come?—Yes, but not exactly those that are living under Mr. Grant, or whatever under his agency. I mean the tenants in the parish.

Chairman.

70,757. Now will you tell us what you have been able to collect?—I have a few instances in my possession, which I can refer to if called upon, of what I consider a cruel character, although I do not wish to expose any gentleman's name if you are satisfied with the following report:—Trefeglwys Parish comes within three miles of the ancient borough town of Llanidloes, it reaches to within two miles of Caersws to Plynlymon, it is about 12 miles long, and varies from two to four miles in breadth. The most part of it, consisting of the higher part, is hilly, with narrow strips of pasture and arable land with the borders of the rivers Trannon and Clywedog, which is mostly used for rearing sheep and cattle. This part suffers very much from the very low price of wool and small cattle. In about two or three miles of the lower end it opens into a handsome valley of about two miles in breadth, with fairly good

Chairman—continued.

arable and pasture land for a high country. This is also well adapted for rearing cattle and horses and growing corn, and the district suffers very much from the great reduction in their prices. Unfortunately there are not any very large estates in the parish. Taking it on the whole the land varies very much in value; it varies about 2s. to 30s. per acre, and perhaps some small plots are as high as 40s. Nearly the whole, if not the whole, of the land is let to what we term yearly tenants who hold under agreements, except some small freeholders here and there. Rents have been raised generally from about the year 1840 to the year 1879, up to 300 and 400 per cent., and yet after the great and long depression in agriculture which has been going on since the year 1879, it is a matter almost of impossibility for a person to get a substantial reduction in his rent. The only reply he gets to such an application is:—"Give your farm up to me." And then when he sacrifices his home—and I consider it is his home as long as he is doing his duty to the farm and paying a reasonable rent for it—his farm is often let to a new tenant for from 20 to 200 per cent. less than he had been paying. There have been many temporary abatements made in the last 15 years of from 10 to 15 per cent. During the period from the year 1840 to 1876 all land produce went up in price considerably, but when the year 1879 came it made a turn, and since then there has been a great reduction in the price of all land produce to the extent I should consider of one half. The usual date of entering a farm is the 25th of March. I understand that penalising clauses are common in the agreements, but are not often enforced. Arbitrators make use of the penalising clauses sometimes when called upon to settle between an outgoing and an incoming tenant, and thereby injure the outgoing tenant by so doing. I do not understand that copies of agreements are commonly given to tenants without payment being demanded for them. The rents are commonly, if not wholly, fixed at a gross sum. There is a great variety in the rents, even on the same estate. I consider that small farms are higher rented than large ones. There are some very small farms, which are nearly all hill and common, which are rented very high. In some cases rents have been fixed by valuation, but the majority have been fixed by private treaty. In some cases the agent has let farms at a higher rent than he valued them. I do not know of instances where arbitration has been resorted to as a means of settling the rent. The rent is usually paid from about three to four months after it becomes due. The tithes are principally paid by the landlord, chief rents and local rates are paid by the tenant. The sizes of the farms vary from three acres and a cow to 300 acres with 15 cows. Holdings have been consolidated to some extent, I could not distinctly say with what object, but there is no doubt that the result is very bad, tending to less production, less employment of labour, and consequently a decrease in population. In the

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year 1881 the population of the parish was something over 1,800, whereas in the year 1891 it was only 1,429. There has been a good deal of change in the nature of cultivation adopted during the last 15 years. Arable land being laid down to pasture, partly by the landlord and partly by the tenant, there is less fallowing, and consequently very much less labour employed. As to improvements, the general custom is for the landlord to erect all new buildings, &c. for the use of the tenant, and for the tenant to haul gratis; but it is often a very difficult matter to get the necessary improvements carried out. I think when a landlord undertakes to drain say a good portion of a farm, the custom is for him to do the whole of the work, except the hauling (which the tenant has to do gratis) and charge 6 per cent. as rent on the outlay. In other cases the tenant does the whole work and the owner supplies the pipes. As to the Agricultural Holdings Acts my belief is that they are almost a dead letter. There is not very much game preserved in the district. I believe the most aggravating cases arise from the lord of the manor giving leave to certain persons to shoot over the common when others are refused. Taking the whole of the district to which I speak I believe the chief part of the labour is done by the farmer and his family; but I am afraid the farmers have not been sufficiently remunerated for their labour during the last 15 years. The labourers have their food and lodging found by the farmer. Although we often hear complaints made of the scarcity of labourers, still we find there are more labourers than we are able to pay. The complaint arises not from the scarcity of labourers, but from the want of capital to pay them. Wages are paid in cash. Grown up men who are able to do all kinds of farm work receive from 20*l.* to 25*l.* per annum, and those of from 15 to 20 years of age receive 14*l.* to 18*l.*

Sir John Llewelyn.

70,758. The principal grievance you have to complain of is this, that you think rents are too high?—Yes, I believe taking them on the whole they are. But rents vary very much; there are some good landlords under whom I believe tenants are able to pay the present rents.

70,759. You would like to see greater uniformity in fixing rents?—Yes, while others I believe are rack rented.

70,760. I suppose the larger landlords are the most generous?—Yes, very much.

70,761. Are there many small owners in your neighbourhood?—I believe there is a good proportion of small owners, and the grievances I think mostly arise from those, not from the largest landowners.

70,762. Are there any freeholders in your district?—There are a few, not very many.

70,763. Do you think they are better or worse off as freeholders than as tenant farmers? It is very hard to say distinctly but whatever from the general condition of the farms and

Sir John Llewelyn—continued.

buildings I could not say they are better off than the tenant farmers.

70,764. Then you think their buildings are not so good?—I believe they are not so good as on the large estates those that are managed by agents, and so on.

70,765. Are these people you have named people who have purchased their holdings or inherited them, are the old freeholders?—Well, I believe there are some of both.

70,766. You have told us that you think a great difficulty is the low prices?—Yes.

70,767. I suppose rents are fixed upon the average of prices over a series of years?—Well, I do not think exactly they are, I do not understand that they are fixed in that manner.

70,768. You must have in a series of years some great variation, some better and some worse?—Yes, there is even on the same estates a great variety in the rents.

70,769. Do you think they made any profit at all last year?—Profit?

70,770. Yes?—Well I do not know, it is very hard to say, but I think, taken on the whole, they have not any profits, and even they have not paid on the whole, I think.

70,771. The last couple of seasons have been very bad?—Yes, the last few seasons.

70,772. Does the present season appear to be a better one?—Yes, I believe the present one appears to be favourable so far.

Mr. Grove.

70,773. You spoke of the low price of wool as being one important item. What is the lowest price that you have known wool to be the last two years?—I think as a rule, taking the district throughout, in the upper districts, perhaps it would be from 6*d.* to 7*d.* per lb., whilst in the lower districts it would be I believe from 8*d.* to 9*d.*, and there would be exceptional cases where it would be perhaps 9½*d.*

70,774. What would be the best qualities?—I believe when a good many of the rents were fixed some 20 or 30 years ago it would be from 1*s.* 10*d.* to 2*s.* 2*d.* a lb.

70,775. You say you cannot find that copies of agreements are given to tenants as a rule?—Not as a rule I believe.

70,776. Are you under an agreement?—Yes.

70,777. Have you got a copy of your agreement?—I have not of the present agreement.

70,778. May I ask why you have not got it, did you ask for it?—I did not ask for it. I had to pay for the other one.

70,779. Was there a stamp on it?—Yes, I believe there was, not on the copy I have; I believe there was no stamp on the copy. Of course they kept the one with the stamp at the office.

70,780. You say the Agricultural Holdings Act is a dead letter?—It is very much so I believe.

70,781. Why. Is it because the Act does not work well, or because the tenants do not understand it, or what is it?—I think it might be attributed to two or three things. I was talking with a person lately, and asking what was the reason that he did not ask for compensation on

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leaving the farm, and he said the agreement prohibited him. I would like you to understand it is almost a matter of impossibility for us in our district to carry out the agreements made according to perhaps the English system on farms. They vary so much. There is some very very poor land, and some good land. Say in the case of taking too many white crops; we have very often to take three or four white crops off a good piece of land to renew a poor one, and we could not possibly keep exactly to the letter of the agreements. Now that deprives the outgoing tenant of compensation; very often when he asks for compensation he is told, "Oh, but there is more damage done."

70,782. Do you know the Agricultural Holdings Act yourself?—No, I know but very little of it. I know some little, very little though, and I think farmers are very much afraid of the lawyers with respect to these things. They want the lawyers with these things, and the farmers are as much afraid of lawyers as of a mad bull, I believe.

70,783. They are very useful as a rule, are they not?—Yes, in a case of hardship, but you are better without them if possible.

70,784. Do you find that the small tenants could not get on very well unless they had their families helping them in the work of the farm?—Well, I have not had specific information on that point, but I know several cases, and people have been telling me that they do not have sufficient food on small holdings where the children and the parents do the work; they do not have sufficient food and clothing as they ought to have. I had a person say that to me lately, but whatever I could not say their names. It was said to me.

70,785. But, generally speaking, do you think if the small farmers had to pay for the labour that they could get on as well as they do?—No, I do not think they would, not small farmers whatever.

70,786. Have you any views with regard to a land court?—Well, I have a few suggestions to make, I do not know whether it would be any good to you. I have a few suggestions as to remedies. I do not know whether you would like to hear it or not.

70,787. Is your statement very long?—No.

70,788. Then you had better read it?—First, that all estate agents should have a practical knowledge of farming, and that they should be appointed by the landlords and the tenants jointly.

Secondly, that all permanent improvements on land and buildings should be made by the landlord.

Thirdly, that there should be some means of arbitration if any dispute arises between owner and occupier, and I think that the Parish Council would be a very good body to settle the matter, because it would evidently be composed of experienced, practical, and scientific men, who would know the value of land better than any Scotchman, Irishman, or Englishman who could be brought here from elsewhere.

Fourthly, that all rates, tithes, and taxes should be paid by the landlord.

Mr. Grove—continued.

70,789. You do not say anything about a land court there. You have, I suppose, no distinct views on the point of a land court, have you?—I have been advocating that in my own mind for sometime, but I do not exactly know how it is worked. I do not know how the expenses are dealt with, and as farmers are not able to pay only very little expenses in anything I think the cheapest way of doing the business would be for the people to decide in their own parish. They know the value of the land better than any outsider who could possibly come into the district.

70,790. So that you would constitute the Parish Council the authority in the matter, would you?—Yes, if any dispute arose. It does not very often, thank goodness for that, but when it does arise.

Professor Rhys.

70,791. Do I understand you to say that the farmers and their children do not have enough food to eat?—Yes.

70,792. Did you hear the previous witness describing what they had to eat in his neighbourhood?—Yes.

70,793. What comment have you to make upon that, or what comparison do you make between it and your district?—I know in these advanced times that food is much better than what I knew it to be in my young days. The food is much better now. Of course we would not be able to keep any men on the land at all with the food that we used to have 30 or 40 years ago.

70,794. But still you think the farmers and their children do not have enough to eat now?—A person expressed that feeling I believe. He did it personally to me within the last few weeks.

70,795. Was he referring to his own family?—Yes, "You have five meals a day," he said, "we can afford to have only four."

70,796. That is what he said?—Yes.

70,797. What did he mean by "you have five meals a day"?—Well, he told me that distinctly.

70,798. Was he a native of your district, or from another part?—He was a native of our district, and has resided there many years.

70,799. Did he mean your own family?—Yes, it is very likely.

70,800. And that he and his family did not have more than four meals?—Yes, I believe it, I know it too.

70,801. And he went further and said that he did not have enough?—Yes, and he told that to the owner himself.

70,802. What did the landowner think of it?—I do not know, she kept it to herself, I suppose.

70,803. Does this man farm a good deal of land?—Not very much.

70,804. A very small farm?—Perhaps 50 acres.

70,805. Is he a fairly good farmer?—Yes, he works very hard, I know he does. but he told

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me he was not able to do what he wished by the farm.

70,806. Has he an extraordinarily large family of children?—Well, I believe he has half a dozen.

70,807. Do you think there are many farmers in your district who cannot have enough to eat for themselves and their families?—I really could not say. I have not been inquiring as to that, only that person happened to tell me.

70,808. But do you generalise from that. I think you made the statement a little more general than that. Is that the only family you know?—That is the only one I can say distinctly.

70,809. And you think it is a hard case?—I believe it is very hard, and I believe there are many the same myself.

70,810. You said something about agreements which might be suitable to English farmers, but not to Welsh ones?—Yes.

70,811. What do you hold to be the difference?—If you take an average farm, a man might very well manage that, because the land would average, and he could manage to lay so much in clover hay, and plough so much up. He could manage that, but in our holdings there is so much poor land, and very little good land, and we have to drive on the good land to manure the poor land. It is impossible for us to carry out the agreements. I must say distinctly it is a matter of almost impossibility.

70,812. A large proportion of your farms would not be arable at all?—Yes.

70,813. You mentioned that some of your landlords charged six per cent. on the outlay they made on the farms?—I believe that that is commonly done when a good proportion of drainage takes place.

76,814. Commonly done?—Yes, I believe so.

70,815. So high as six per cent.?—Yes, but it is very often done by the landlord or agent coming to an agreement over it. Perhaps when they put out 100*l.* or 200*l.* in advance they raise the rent 10*l.* or 15*l.*

70,816. Then you mentioned that farms were let above the valuation made of them?—Yes, not many perhaps.

70,817. Have any instances of that come under your own observation?—Yes; I do not wish to expose any gentleman's name, but I think I have an instance, and I can prove it.

70,818. What language do the people in your district speak, Welsh or English?—Well, it is partly Welsh and English. The rising generation, I believe, mostly speak English.

70,819. And Welsh also?—Yes.

The witness withdrew.

Mr. ROBERT W. HENRY called and examined.

Chairman.

70,836. You are agent to the Plas Machynlleth estate belonging to the Dowager Marchioness of Londonderry?—Yes.

70,837. You have your statement?—Yes.

70,838. Will you kindly give it?—I wish to give evidence concerning the Plas Machynlleth estate

Professor Rhys—continued.

70,820. They can speak both?—Yes.

70,821. The old people speak Welsh?—Well, mostly, and less English than the rising generation do.

70,822. But you have no difficulty on the score of language between you and your landlords?—Not so very much I believe, although there are several, I could name, several tenant farmers who have come to me wanting me to read their agreements, they did not understand because they were English.

70,823. So they signed them before they understood them, or was this before they had signed them?—They had signed them.

70,824. They had signed them, and they came to you to know what was in them?—Yes.

70,825. That was going about it in the wrong way, was it not?—Well, it is very likely. It is often the case, I believe.

70,826. It would have been better for them to have known what was in them first?—Yes.

70,827. But you are not quite sure what is in your agreement, I think?—I do not know exactly, but I take luck; I farm according to what I believe is best.

70,828. And the landlord allows you to do so?—Well, I am not interfered with whatever.

Chairman.

70,829. I have a question or two from Mr. Vincent: "The Great Van mine was about 2 miles from Trefeglwys, was it not?"—Yes.

70,830. "Was not it many times bigger than all the other mines in this country combined?"—I believe so.

70,831. "Did it return 102,905*l.* as its value of ore in 1876?"—I could not say; I have not been inquiring into the matter.

70,832. "It is idle now, is it not?" It is not working now, is it?—Not very much. I believe there is a little work going on there.

70,833. "Is not that the cause of the decrease of population?"—To some extent it is undoubtedly.

70,834. Then Mr. Owen Wynne asks: "Do you know that out of 60,000 holdings, which is about the total number of holdings in Wales, about 40,000, or two-thirds, are small holdings of 50 acres and under?"—No, I do not know that.

70,835. "If, as you suggest, an agent should be appointed by the landlord and tenants jointly, do you not think the tenants should pay half his salary?"—I believe they would be willing to do so. They would have more confidence in the agent.

Chairman—continued.

belonging to the Dowager Marchioness of Londonderry, and situate in the counties of Montgomery and Merioneth. The estate extends to an area of 12,500 acres—9,300 acres are in Montgomeryshire, and 3,200 are in Merionethshire. The greater part of the estate consists of grass land

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Mr. R. W. HENRY.

[Continued.]

Chairman—continued.

and includes a large extent of mountain and hill land, some of which is enclosed and some unenclosed. The right of pasturage over the sheep-walks is vested solely in the owner, and is let with the farms at an inclusive rent. I do not think that the hill land could be profitably cultivated. Neither politics nor religion are considered in the selection of new tenants, who are always chosen from the most suitable Welsh-speaking applicants in the neighbourhood. The date of entry is Lady-day (25th March). The farms are let on agreements from year to year, there being no demand at all for leases. Changes in tenancy are not more frequent than formerly; they seldom occur unless occasioned by death. In regard to planting or damage to land, compensation is always given, the amount being amicably arranged with the tenant; from 1860 to 1893 inclusive a sum of 688*l.* 10*s.* 11*d.*, has been allowed to tenants for land taken away planted or damaged. I put in a copy of the estate agreement [*producing same*] which agrees with the custom of the country. A copy of the agreement is always given to the tenant if he desires one. Beyond payment of rent no other service is expected of the tenant except haulage of materials for repairs to his own holding; and even this is not always insisted upon, and when it is, compensation is sometimes given. Rent is fixed on the basis of valuation. I know of no instance on this estate where a farm was let to the highest bidder. Arbitration is never resorted to in re-adjusting rent—a re-adjustment would be by arrangement with the tenant. Permanent reductions have been made as well as reductions for stated periods, which, however, are invariably extended until the reduction becomes practically permanent. Temporary abatements have been made as follows:—

Michaelmas	-	1880	} Abatement 10 per cent.
Lady-day	-	1881	
Michaelmas	-	1886	
Lady-day	-	1887	
Michaelmas	-	1887	
Lady-day	-	1888	} Abatement 15 per cent.
Michaelmas	-	1888	
Lady-day	-	1889	
Michaelmas	-	1889	
Michaelmas	-	1892	
Lady-day	-	1893	}
Michaelmas	-	1893	
Lady-day	-	1894	

In addition to the above abatements, lime has been given, or allowances in lieu thereof made to tenants in some cases; the sum so allowed (exclusive of lime purchased by owner and given to tenant) from 1860 to 1893 inclusive being 793*l.* 5*s.* The rent is not demanded until four months after it is due, but it frequently remains unpaid much longer; and this shows that the preferential claim for rent is decidedly favourable to the tenant as on this account, an owner is more indulgent to the tenant than he otherwise would or could be. Land tax and local rates are paid by the tenant; the income tax by the owner. Tithes are, in

Chairman—continued.

the first instance, paid by the owner and afterwards collected from the tenants. The farms on the estate vary very much in size. Subletting is not general, but there are a few unimportant cases on the estate not worth mentioning. All improvements, and, of late years, a very considerable portion of the necessary repairs, are done by the owner. A sum of 269*l.* 8*s.* 1*d.* has been allowed as compensation to tenants for improvements done by them from the year 1860 to 1893 (inclusive), and the amount expended by the owner on buildings, repairs, draining, fencing, improvements, &c., for the same period was 51,146*l.* 3*s.* 10*d.*

Sir John Llewelyn.

70,838*A.* Have you worked it out into averages?—Yes; I will let you have it presently. We do not contract out of the Agricultural Holdings Act, except as to section 33 in reference to the notice required to terminate the tenancy. The recommendation of the outgoing tenant is always carefully considered in the selection of a new tenant, but no "right" to nominate his successor is recognised. There is very little game on the estate. Except that the tenants generally are good enough to voluntarily preserve what few hares there are for the use of the owner, the Ground Game Act is taken advantage of. The labourers' cottages on the estate, which are generally concentrated in the villages and hamlets, afford good accommodation. Almost all of them have good gardens attached. During the years before referred to (1860–1893) 542*l.* 15*s.* 4*d.* in respect of arrears of rent was forgiven to tenants and struck out, and 842*l.* 17*s.* 8*d.* was during the same period allowed to tenants for causes not particularly specified. The relations between the owner of the estate and the tenantry are of the most friendly character. The Marchioness resides for a large portion of the year on the estate and takes a thorough interest in all that concerns the well-being and prosperity of her tenants, with the majority of whom her Ladyship is personally acquainted, and always calls personally upon as many as possible whenever she is in the neighbourhood. For a period of 38 years, from 1854 to 1891, when the educational facilities of the town did not meet the requirements of the district, the Marchioness maintained at her own cost an elementary school where children of all creeds were admitted. Prior to 1879 the entire cost, averaging about 50*l.* per annum was borne by her Ladyship; after that year, however, the school received a small Government grant from the Education Department, but the deficiency in receipts as compared with the expense of carrying on the school for the whole period from 1854 to 1891 was equal to an annual average of over 47*l.* In 1891 as other schools had been opened in the town, it was thought that her Ladyship's school (which was locally known as the "Vane Infant School") was no longer required, and it was therefore closed, the

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[Continued.]

Sir John Llewelyn—continued.

building being immediately utilised for, and converted into a cottage hospital into which all patients are received without any monetary consideration. A professionally trained nurse permanently resides in the hospital, and the patients are allowed to choose their own doctor from amongst any of the medical gentlemen residing in the neighbourhood. No charge of any kind is made to the patients who thus have the benefits of medical advice and attendance, medicines and surgical aid, and carefully trained nursing, as well as every necessity and even luxury free of all cost. The advantages of such an institution are obvious, and it has already proved a great boon to the inhabitants of the town and district, especially to the labourer class and poorer classes generally. The cost of maintaining this institution averages about 267*l.* yearly and with the exception of 18*l.* or 20*l.* jointly contributed by the various places of worship in the town (each denomination devoting the collection of one Sunday in the year to this purpose) the entire expense is borne by the Marchioness. The average annual rental of the estate for the past 34 years (1860–1893) is about 5,527*l.* 15*s.* 9*d.*, the average annual amount actually received for the same period being 5,312*l.* 11*s.* 4*d.* The average yearly expenditure or outgoings passing through the estate books for the same period is 5,527*l.* 4*s.* 9*d.* It will thus be seen that the expenditure incurred in the district by the Marchioness (exclusive of her household, personal, and private expenditure and charities) in consequence of her ownership of the Plas Machynlleth estate exceeds the amount received in respect of rents from the estate, and that the expenditure of 51,146*l.* 3*s.* 10*d.* in buildings, draining, fencing, and improvements on the estate represents an outlay of 1,504*l.* 6*s.* per annum, and is equal to 28½ per cent. of the rents received.

70,839. Are the enclosed sheep runs private or manorial property?—Private principally.

70,840. Are they some of those of which we have been hearing something to day?—The Glanmerin case was one; that was a small thing.

70,841. You do not consider that they could be properly cultivated?—No, I do not think so.

70,842. They are suitable for sheep runs, but nothing else?—That is what I think.

Mr. Grove.

70,843. Do you think there is as much labour on the land as it could well carry?—Well, I think so. Of course, being mostly a sheep district, it is not so much agricultural land at all.

70,844. How about the cottages, are there sufficient cottages?—Oh, there are plenty of cottages.

70,845. Do you have any claims under the Agricultural Holdings Act?—No, it is never spoken of here at all.

Professor Rhys.

70,846. Does the landlord still contribute towards education?—Oh, I think so.

70,847. What language do most of your tenants speak?—All Welsh.

Professor Rhys—continued.

70,848. Do you speak Welsh?—Yes, I do.

70,849. Then you have no difficulty on that score?—No.

70,850. Do you own any property in the parish of Trefeglwys?—No

Chairman.

70,851. I only ask this as a matter of form. You quite endorse Mr. Gillart's evidence about the Marchioness being well known to the tenants?—Oh, yes; she constantly drives out herself and goes out even on the mountains there, and visits the tenants on the mountain lands.

70,852. I have some questions by Mr. John Rowlands: "How many men are there engaged "on the home farm, or on the estate, who were "formerly farmers on the estate of the late "Marquis of Londonderry?"—I could not exactly state that. There are two or three, I should think.

70,853. "How many others who were tenant farmers on other estates?"—That I could not say. I did not know their previous occupations.

70,854. "Are the sporting rights on some of "the farms on the Plas estate let to Colonel "Morris?"—Yes.

70,855. "If so, what farms, and what would be the acreage?"—It is in Merionethshire, Penrhyn and other farms adjoining.

70,856. "What would be the acreage?"—I should think he has the shooting of about 1,000 acres, taking rough land and everything else—woodland.

70,857. "What is the amount he pays the estate for such sporting rights?"—I think it is about 20*l.* a year.

70,858. "Does such letting not bring him into conflict with some of the tenants?"—Not very much; I think he is on fairly good terms with them.

70,859. "Have any of the tenants been prosecuted for ground game on their own farms?"—Not by the estate that I am aware of.

70,860. But by Colonel Morris?—I know nothing about what he is doing.

70,861. "Has the tenant of Rhiwlwyfen ever "applied to you or are you aware that an application was made to your predecessor for a "cowhouse at the bottom of his farm, promising to cart the materials free and to contribute 10*l.* towards the cost?"—As far as regards his offering to contribute towards the cost, it has never been known.

70,862. "Has such building been made?"—It has not been made. We have not had an opportunity of getting at it, but we are going to do it as soon as possible.

70,863. "Are you aware of any encroachment "made by the late Marquis of Londonderry on "the Park Common, Machynlleth, near the old "turnpike, and upon which a wall was built "some years ago?"—No, no encroachment.

70,864. "Do you know whether such land "was afterwards bought from Sir Watkin "Williams Wynn?"—It was obtained through

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[Continued.]

Chairman—continued.

Sir Watkin Williams Wynn. It was Sir Watkin's manor.

70,865. "Can you say what was the amount paid?"—I could not say.

70,866. "Are you aware of an encroachment made within the last three or four years on common land in the townships of Machynlleth and Uwchygareg near Bwlchgellyn?"—I think that has been answered already by Mr. Gillart before. It is just down the hill there.

70,867. "Will you mention the names of the farmers who have had permanent reductions?" I think we have had it that they have all had reductions since 1864, and temporary abatements of 10 and 15 per cent. since 1886, and your average rental is about the same as the outgoings?—About the same as the outgoings, yes.

70,868. Then the answer is that there are no permanent reductions?—No, at least there have been some within that time. I will just tell you now.

70,869. I think what you told us was that there were temporary abatements of 10 and 15 per cent. since 1886?—In recent years 18 farms on the estate, varying from 40*l.* up to 200*l.* have been permanently reduced from 1,920*l.* to 1,587*l.* 10*s.*, namely, a reduction of 332*l.* 10*s.* per annum, equal to a reduction of about 17½ per cent.

70,870. Then there is another question from Mr. Rowlands: "Has Mr. Edwards of Aber-gwidol had a reduction of 20*l.* or so since this Commission was appointed?"—Mr. Edwards of where?

70,871. Abergwidol.—Not so far as the Commission itself went, because the reduction was under consideration before the Commission was ever thought of.

70,872. Then there is a question by the Rev. Mr. Griffiths: "Can you explain how the late tenant of Penygryn was obliged to leave to make room for another?"—It is not as the question suggests at all. The man gave notice himself.

70,873. "Can you explain why the widow of the late Edward Lewis, Gelligen-fawr was obliged to leave to make room for a new tenant?"—Because she wanted to go herself.

70,874. She gave notice too?—Yes, she gave notice to go.

The witness withdrew.

Mr. HUGH THOMAS called and examined.

Chairman.

70,886. This is your statement?—Yes.

70,887. You understand English fairly well?—Yes.

70,888. You have no objection to your statement being read?—No.

76,889. You are satisfied that it is correct?—Yes.

Chairman—continued.

70,875. "Can you produce the authority to the Commission which gave the Plas estate an eligible power to enclose a large tract of common which is on the right hand on the main road leading to Aberhosan, and which is a plantation." Can you tell us anything about that?—No, I do not know anything about that.

70,876. "When did you visit a farm of the Marchioness of Londonderry last, called Bwlchgellyn?"—I should think about a month or six weeks ago.

70,877. "Are you aware that the state of repairs on this farm are in a disgraceful condition?"—I say it is not, because we are putting additions there for the man at the present time—shedding.

70,878. Is that the farm that we have had mentioned before?—Yes, the same place.

70,879. "Is it not a fact that only one new gate has been taken up there, and that without a hinge to it?"—I know as far as the tenant there goes he seems to have been taking the roofs provided for the shed and utilising them for gates and hedges, instead of keeping up his fences.

70,880. "Is there a cart-house attached to the outbuildings?"—A cart-shed.

70,881. "What is the altitude of Bwlchgellyn farm above the sea?"—I have no idea. I have never measured.

70,882. "In what state was the cow-house of this farm at the inset of last winter?"—There was one cow-house there that was in very fair condition, but the place at the back had been stripped by the wind, and we have re-roofed it, and everything else has been done for him.

70,883. "Was not the front portion of it completely fallen?"—Yes, that is the one I have just mentioned, I suppose.

70,884. "Was it not patched up with zinc sheets?"—I do not know what that gentleman's idea is of patching up with zinc sheets, but I should think zinc sheets are as good as slates.

70,885. Is it corrugated iron?—Corrugated iron. May I just add, in reference to the size of the holdings, under 20 acres there are 25 holdings; 20 acres and under 50 acres, 18 holdings; 50 acres and under 100 acres, 22 holdings; 100 acres and under 200 acres, 20 holdings; 200 acres and above, 18 holdings.

Chairman—continued.

[The statement of the witness was then read as follows:]

The evidence of Mr. Hugh Thomas, of Court, Pennal.

Sir John Llewelyn.

70,890. Where is Court, Pennal; is it near here?—About four miles off.

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Mr. H. THOMAS.

[Continued.]

Chairman.

70,891. Are you a tenant farmer?—Not at present.

[*Statement continued.*]

My father, Lewis Thomas, in the year 1863 took the farm of Ceniarth, near Machynlleth. His landlord was David Gilbertson, Esq. In about five years' time a new farmhouse was built, and the cost of carting towards it amounted to about 50*l.*, towards which we never received any compensation. After the house was built the landlord came to my father and told him he would have to let half his house free to the clergyman, or leave the farm. I remember also, at the time of the disestablishment of the Irish Church, that my landlord and the late Canon Griffiths came to my father and told him he would have to sign a petition against the bill, or that we should have to leave the farm. We were also obliged to go to church. In the year 1870 we got notice to quit or pay an increase of 10*l.* in the rent. We were also told then that there was more profit on the farm by paying the 10*l.* additional rent than there was originally at the old rent. This shows that it was then more than 10*l.* a year more valuable than when we took it. We had to leave. After that we had a bill for 31*l.* for letting the farm get into a bad condition. But the arbitrators decided in our favour, giving us 10*l.* towards costs of improvements. In the year 1871 my father took Penybryn, Pennal. The landlord was Mr. Clement Thurston. He did not come up with the terms of the agreement. According to the agreement we were to have material for fencing, but in about a year's time after we had gone there we were refused, and we had to go a distance of 10 miles for material, and had to pay heavily for it, though there was plenty of wood growing on the farm. In the year 1875 we took Esgair-isa of the same landlord. An agreement was signed, but we never received a copy, though a copy had been promised us at the time. The rent we paid while we were there was 106*l.* 1*s.* per annum. While we were at Esgair-isa our landlord was in every way hard upon us. We went to a great expense in improving the land. I estimate that during the time we were there we lost some 300*l.* We had to purchase at our expense wood for several purposes, which, according to the agreement, ought to have been supplied by the landlord. The dwelling-house and the outbuildings were throughout the time of our tenancy in a shameful condition. The house was old, very damp, and totally unfit to dwell in. The back wall was about two yards below the surface of the ground, and when it rained there would be about two inches of water on the floor. The stable, particularly, was in a bad condition; the roof was very deficient, and the back wall was about three yards under ground. Immediately the landlord took the farm when we left, a new stable was built. In 1890 we gave notice to obtain a reduction in the rent. Our landlord came to see us, and said he would not give us a reduc-

Chairman—continued.

tion of one shilling, even if that would set us right; that he would farm the place himself, which he did, and was, according to his testimony, a loser thereby of some 250*l.* in one year. The reduction we were asking for was 16*l.* In 1892 it was let to the present tenant at a reduction of 36*l.* per annum; he was also to have 10 tons of lime every year for three years. The landlord also spent over 30*l.* in fencing and repairing for the new tenant, and did all the carting himself. The only repair that was ever done for us was a little to one side of the roof of the house about two years before we left, and for this we had to do the carting ourselves. According to our agreement the sheep were to be bought by the landlord or incoming tenant at a valuation. On the 25th of March 1891 a man on behalf of the landlord and a man on our behalf came to value the sheep. They failed to agree as to the price, and an umpire was called in. The landlord endeavoured to deduct 54*l.* out of the price as damages towards setting the farm in proper repair. He complained that we had let the farm go out of repair, especially the fencing. We issued a writ for the 54*l.*, and recovered the amount and costs. The game was very troublesome, especially the rabbits; it was almost as heinous a crime to kill a rabbit as a man.

Professor Rhys.

70,892. Your landlord at Ceniarth was Mr. Gilbertson, was he not?—Yes.

70,893. He brought a petition round for you to sign or for your father to sign?—My father.

70,894. Against the Irish Disestablishment Bill?—Yes.

70,895. Did he sign it?—No.—Yes, he did, but he refused the first time; he did not like to leave the farm.

70,896. He signed it the second time?—Yes, because he did not like to leave the farm.

70,897. Do you know if there were many petitions got up in that way?—I do not know how many indeed.

70,898. Was that petition presented to Parliament?—I think so.

70,899. You do not know whether petitions are got up in that way nowadays?—Yes, they are.

70,900. You know that there are some got up in that way nowadays?—Yes.

70,901. Against what?—Against Disestablishment in Wales for one thing.

Sir John Llewelyn.

70,902. Do you mean that people are told that they will be turned out of their farms if they do not sign?—Many may have to go away if they do not.

70,903. May have to go away from their farms if they do not sign?—Yes, in the past times, not at present perhaps.

Professor Rhys.

70,904. But if a petition like that is brought round by the agent or the landlord it is rather

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Mr. H. THOMAS.

[Continued.]

Professor Rhys—continued.

tempting to the tenant to sign it whether he approves of it or not, is that what you think?—Yes, very likely.

70,905. Now with regard to the house. Your father was asked to give half of his house to the clergyman?—Yes.

70,906. The clergyman was a bachelor who wanted lodgings in the parish?—Yes.

70,907. Was the house very large?—Yes, middling.

70,908. Was it much larger than your father's family required?—Oh, yes.

Sir John Llewelyn.

70,909. Can you give us any instances of people who have been given notice to quit their farms because they would not sign some petition?—Well, I do not like to name anybody, but I know of some.

70,910. But it could not hurt them to give their names, could it?—It might hurt me, sir.

Sir John Llewelyn—continued.

70,911. You are not a tenant farmer now I think you said?—No.

70,912. How would it hurt you then?—It might do in many ways.

Chairman.

70,913. Do you consider that tenant farmers would be afraid to come and give evidence before this Commission?—Yes many.

70,914. Now do you say that from your positive knowledge, or only from what you think?—Yes, I could give names, sir.

70,915. Has anybody told you that they are afraid to come forward?—Yes.

70,916. One person or more?—Well, I know of one particularly.

70,917. But they know that they are protected; they know that the Commission would protect them if there was any interference with a witness?—Well, I do not know that.

70,918. Is the landlord to whom you refer still alive?—No.

The witness withdrew.

Adjourned to Newtown.

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Mr. H. M. JONAS.

SEVENTY-NINTH DAY.

Second Court.

The Town Hall, Machynlleth, Montgomeryshire, Friday, September 14th, 1894.

PRESENT:

Lord KENYON (IN THE CHAIR).

Mr. DAVID BRYNMOR JONES, Q.C., M.P.
Mr. JOHN MORGAN GRIFFITHS.Professor RHŶS, M.A., LL.D.
Mr. EDWIN GROVE.

Mr. HENRY TOBIT EVANS and Mr. JOHN MORGAN were called, but did not answer.

Mr. H. M. JONAS called and examined.

Lord *Kenyon*.Lord *Kenyon*—continued.

70,919. You are a member of the firm of J. Carter Jonas and Sons, land agents, of Cambridge?—Yes.

70,920. And your firm are land agents to Lord Carrington?—Yes.

70,921. You wish to rebut statements made at Lampeter, Cardiganshire, April 25th, and at Tregaron on the 26th of April, in the case of John Morgan of Llanfair Mill, and as to the statements made at Aberystwith, Cardiganshire, April 28th, in the case of John Evans of Llanfair Bridge near Lampeter, on the estates formerly the property of Lord Carrington?—Yes.

70,922. Will you proceed with your statement?—As to the case of John Morgan of Llanfair Mill. John Morgan hired the Llanfair Mill together with two acres of grass, dwelling-house, and small homestead in 1843 at the moderate rent of 25*l.* a year, subject to the tenant keeping the mill and fittings in good repair. I produce the original letter hiring place, and copy of agreement. [*Handing same.*]

70,923. This is his letter applying for the tenancy?—Yes.

70,924. I will read the letter:—

“Llanfair, Sept. 18th, 1843.

“Honoured Sir,—I hope you will excuse the liberty I take on you in the present situation, you are under it now upon the request of Margaret and John Morgans of Llanfair Mill, in hope that you will agree to the underneath condition. Thomas Thomas, your tenant of Cefenfolallt, is to be their security, and if you wish, when you will be down the next time they will give you every satisfaction of their rights and title of a cottage, garden, and small field now let for two pound ten shillings per year, and known by the name of Penygraig, adjoining the churchyard parish of Silian County of Cardigan, and further, we do hereby agree, jointly and severally agree to the above to take Llanfair Mill in consideration for the sum of twenty-five pound per year, and to keep everything that

belongs to the said Llanfair Mill in repair upon our own expense all charges becomes due of whatsoever of the aforesaid Llanfair Mill from the 29th day of September next, one thousand eight hundred and forty-three, as witness our hands this eighteenth day of September 1843.

“Margaret Morgans × by mark.

“John Morgans.

“Thomas Thomas.

“William Morgan, the eldest son of Margaret Morgan, he is a carpenter, work at Merthyr, and his mother knows that he will sign the agreement if you require at any future time of the title of the cottage.

“I remain, Honoured Sir,

“Your most obedient and
humble servant,

“John Walters.

“John Neale, Esq.,

“Castle Hill,

“High Wycombe.

“If your Lordship agree to the foregoing, and if you see it proper to put William Morgan the eldest son, in the agreement, and I will have him to sign it because there is no deeds to be found upon it, but in possession of the family without of memory, and I believe you will be safe after without no trouble.

John Walters.”

70,924*a*. Then is this the agreement?—That is a copy of the agreement. The original agreement was handed to the purchaser of the estate when the estate was sold.

70,925. There is this clause I see, “And it is hereby agreed, and we the undersigned agree to keep the said mill, premises, and appurtenances thereto belonging together with all stones, water-wheels, water-courses, and all other machinery in a good state of repair, and to deliver up the same at our own costs and charges whensoever we leave the said mill and premises.” Now will you proceed?—On the 2nd December 1858, he applied to the late

14 September 1894.]

MR. H. M. JONAS.

[Continued.]

Lord Kenyon—continued.

Lord Carrington for permission to put in a pair of extra stones for grinding wheat, the existing stones being for grinding barley. This application is important and is as follows:—(I will put in the original letter). [*Handing same.*]

“Llanfair Mill,
“Near Lampeter,
“Dec. 2nd, 1866.

“My Lord, by the advice and unanimous concurrence of several of your tenants and others in this neighbourhood, I take the liberty of appealing to your Lordship for aid to form another mill-stone in the mill to enable me to grind wheat for the neighbourhood. Should your Lordship feel inclined to grant me the necessary timber, I would bear the expenses requisite with the exception of that.

“It is very much wanted, as people grinding barley here are under the necessity of going to other mills with their wheat. Will you, my Lord, cause a speedy reply to be given me.

“I am, My Lord,
“Your Lordship’s
“Most obedient servant,
“(Signed) JOHN MORGAN.

“The Right Honourable,
“Lord Carrington.”

Permission was granted on the 10th of February 1859, and the 6th of July 1859 the then agent inspected the mill and on that day reported the mill-stones were being put in. I can produce the agent’s note-book if necessary with the original note of inspection on that date. In 1868 the estate was sold by Lord Carrington’s trustees and John Morgan made an application for some allowance to be made for putting in the mill stones. Lord Carrington’s agent took the matter into consideration and also wrote to Mr. Jones of Ystrad, a practical man living in the district (who acted as local agent), for his opinion in the matter. Both agreed that the tenant was not fairly entitled to anything from the landlord, Mr. Jones’ opinion being that the miller had no claim as his improvement had been made so many years and he had been repaid for his outlay by the time the estate was sold. Mr. Jones’ letter to this effect can be produced if thought desirable.

70,926. You had better put it in?—Very well. [*Handing letter.*] The extract I refer to is just over the page.

70,927. You say he acted as the local agent?—That letter is in answer to a letter from my father, who was agent at the time, asking what allowances Mr. Jones thought would be reasonable and right to give to certain tenants who claimed for certain improvements.

70,928. I will read the part you refer to. “I do not consider that the miller has any claim as his repairs have been made many years and he has been repaid by this time”?—Then with regard therefore to this case I would point out.

1st. That there was a distinct bargain made that if the landlord bore part of the expense (*viz.*, finding the timber) the tenant would for his own accommodation and profit

Lord Kenyon—continued.

bear the remainder of the expense. This is proved by John Morgan’s own letter.

2nd. That the witness John Morgan’s statement that the improvement was only made three years before the estate was sold is untrue; the improvement had been made nearly 10 years at the time the estate was sold.

3rd. I suggest that an improvement of this sort could not have cost 200*l.*, and that this amount is probably as incorrect as the date of the so-called receipt which is dated 1865, whereas the improvement was made in July 1859.

4th. I would also point out that the rent was a low one, it was not raised at any time subsequent to the improvements, no notice to quit was given and the fact that the estate was sold did not in any way deprive any right which a tenant might have to his own fixtures. If the mill-stones were his when the estate was sold they remained his property afterwards, being tenant’s fixtures he could have removed them when he left the mill if they were not paid for by the next tenant.

Lastly, I draw the attention of the Commissioners to Mr. Tobit Evans’ reply to Q. 45,635 which is misleading and inaccurate. The question ran as follows—“I suppose country mills are not such things as they ought to be.” The reply was, “Well, this is the best mill in the neighbourhood which he erected, an exceptionally good one.”

70,929. I think you must take that with the context. Let me read you the question before. “The machinery which this old man erected is now going, and he is a pauper.” I do not think he meant to imply that the old man erected the whole mill?—Very good. I will not proceed to make any further remark on it then.

Mr. Brynmor Jones.

70,930. At any rate that is what he said?—Yes, but I thought it right to draw attention to it.

Lord Kenyon.

70,931. Oh, yes, you are quite right in calling our attention to it?—I only wanted to show that what he did was merely to fit up an existing mill, which was a small matter compared with the erection of the mill itself. The remainder of Mr. Tobit Evans’ evidence I do not think I need make any comment upon.

70,932. You notice, I suppose, that Mr. Tobit Evans eventually stated (I think it was the following day or the day after) that he had ascertained that the so-called receipt was only a copy which the old man had made from his memory?—Yes, I noticed that.

Mr. Brynmor Jones.

70,933. I understand you to suggest in your fourth observation upon this case that these mill-stones were, like other industrial plant and machinery, tenant’s fixtures?—Certainly; it would certainly be the case in England. I am not aware that there is any difference as to the custom or law in Wales on the point.

70,934. One of course cannot decide that on such evidence as we have before us with absolute

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Mr. H. M. JONAS.

[Continued.]

Mr. Brynmor Jones—continued.

certainly. One would have to see how the stones were fixed, but in the case, for instance, of the rollers used at tin-plate works it is always understood that the rollers can be removed by the tenants but that the uprights cannot?—Quite so.

70,935. Without knowing how these were fixed I should not like to express a definite opinion as to whether it is a correct contention that the old man might have removed these stones at any time?—I think there is no doubt that he might. The mill-stones are not attached to the freehold in any way. They are only moveable things. All the work which is necessary in putting new stones into a mill is the fixing of one small upright shaft with a cog wheel from the large wheel which drives all the mill stones, and that is a comparatively small matter; they are not in any way attached to the freehold, in fact they principally rest by their own weight, and they are often lifted up and down for the purpose of sharpening, and so on, so I do not think there is any doubt whatever that they are the tenants' fixtures where they are put in by the tenant himself.

70,936. You say they come within the ordinary rule about industrial plant and machinery?—Quite so.

70,937-8. If so that is a complete end of the case. The old man might have taken away the stones whenever he liked?—Quite so.

Lord Kenyon.

He did not put them in his statement as his own property when he became bankrupt.

Mr. Brynmor Jones.

Of course people frequently make mistakes about the law.

Witness.

I was not aware this man had become bankrupt. Possibly his landlord may have stepped in and taken over those stones if that was the case as part of the rent owing to him. I do not know anything on that point of course.

Lord Kenyon.

70,939. Just to be perfectly clear, I understand from the best investigation that you have made among the papers (of course it is a very ancient case now) the tenant's request was acceded to in full by the then agent?—It was.

70,940. He received the timber and everything he asked for?—He received the timber, there is no doubt whatever about that.

Mr. Brynmor Jones.

And Mr. Tobit Evans is quite wrong about the date.

Lord Kenyon.

70,941. Yes; that is a very significant fact. Then Mr. J. E. Vincent, who would like it clearly understood that he was not a party to the introduction of this evidence, asks: "Do you deny that the mill-stones were an improvement?"—Certainly not, they were an improve-

Lord Kenyon—continued.

ment more for the tenant's benefits than anyone else's. His rent was not raised in any way, and he had the additional work which came to his mill from putting them in.

Mr. Brynmor Jones.

70,942. Like an additional cupboard or anything additional?—It brought additional grist to his mill.

Lord Kenyon.

70,943. Then Mr. Vincent asks: "Do you deny that the mill-stones were left behind"?—Certainly not; they were left behind as tenants' fixtures.

70,944. "Do you deny that the miller received no compensation directly from Lord Carrington"?—The miller received no compensation other than the late Lord Carrington bearing part of the expense, that is to say, finding the timber.

Mr. Brynmor Jones.

70,945. I do not understand that any application was ever made for compensation in this case?—Yes, there was; there was a distinct application made at the time when the tenant left.

Lord Kenyon.

70,946. You have not got that letter I suppose?—No, that was made, I believe, in an interview by a clergyman.

Mr. Brynmor Jones.

70,947. Why did he not take away the stones then?—That I cannot say.

Lord Kenyon.

70,948. Then Mr. Vincent asks: "Then do you deny that Lord Carrington did benefit from the miller's work although the miller had the enjoyment of the stones long enough to repay him"?—Certainly the late Lord Carrington benefited in no way whatever from the miller's work, either directly or indirectly.

70,949. Not at the sale of the property?—Neither at the sale of the property or otherwise.

70,950. The mill did not sell for more in consequence?—I do not think the mill sold for a halfpenny more. The property was sold as a whole.

Mr. Brynmor Jones.

It appears to have been a blunder altogether, because if these were tenants' fixtures they would not be taken into account by anybody.

Lord Kenyon.

70,951. "In fact did you leave him to his strict legal rights"?—Yes.

Lord Kenyon.

70,952. Then we will pass on to the next case? *See 48,697*
—That is the case of John Evans of Llanfair *-48,714.*
Bridge.

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Mr. H. M. JONAS.

[Continued.]

Lord Kenyon.

Is Mr. John Evans here?

Mr. John Evans.

Yes.

Lord Kenyon.

Can you understand the witness?

Mr. John Evans.

Yes, partly.

Lord Kenyon.

You gave your evidence in English, did you not?

Mr. John Evans.

Oh, yes; I am a little deaf, that is all.

Lord Kenyon.

You can come a little closer to the witness.

Witness.

John Evans was tenant on the estate of the late Lord Carrington at Llanfair. His occupation consisted of one acre of garden and grass land and a small public house in addition to the house and shop, the rent of the whole being only 15*l.* a year.

Professor Rhys.

70,953. May I ask where this Llanfair is? Is it in Cardiganshire or Montgomeryshire?—Cardiganshire. The old house John Evans wanted to rebuild for the purpose of improving his trade as a shopkeeper. He was granted permission to build a new house and shop and it was agreed that the fixed amount of 40*l.* should be paid by the landlord as his share of the improvement. The building was erected by John Evans and on August 14, 1862, the landlord paid his share as agreed 40*l.* to John Evans besides having allowed him 468 loads of stone for building. I believe that also, as a matter of fact, the sand was allowed as well, but I need not enter into that. In his evidence given at Aberystwyth the witness, John Evans said that when the building was finished in 1863 the whole expense amounted to 495*l.*, and that he gave to the London agent an account of the whole. It is true that John Evans handed the London agent an account of the whole expense of the work and that account supplied by John Evans himself I produce, to prove that his statement as to expending 495*l.* is false. This is John Evans' statement referred to which was handed to the London agent at the time [*handing in document*]. The total amount expended as shown by his own account dated February 5, 1863, was 210*l.* 14*s.* 5*d.* Five years later the late Lord Carrington died, and when the estate was sold by Lord Carrington's trustees, it was sold in one lot. On the 15th of December Lord Carrington's agent by the instructions of Lord Carrington's trustees offered John Evans 50*l.*, that being in his opinion and in the opinion of Mr. Jones, the local agent, the full compen-

Professor Rhys—continued.

sation for the tenant's improvement. This amount of compensation John Evans accepted and his receipt is produced and is as follows:—
“ December 15, 1868. Received of the trustees
“ of Lord Carrington the sum of fifty pounds
“ as compensation for building shop at Llanfair
“ in full of all demands. (Signed) John
“ Evans.” I produce John Evans' receipt.
[*Handing same*].

Lord Kenyon.

70,954. That is the compensation that the landlord paid at once?—Yes.

Professor Rhys.

That left only 120*l.* according to his own showing.

Mr. Brynmor Jones.

70,954*a.* Quite so, and against that you have to set the landlord's share of the work, the 458 loads of stone for buildings, and the sand?—Mr. John Evans' recollection seems to have been particularly good as to the exact words that were used on this occasion, but his memory appears to have been extremely faulty as to the amount, which is rather important. I note that John Evans acknowledged in evidence that no notice to quit was given and that the rent which was always a low one was not raised for 33 years after making the improvement.

Lord Kenyon.

70,955. Have you anything further to say on that case?—That is all I have to say with regard to that.

Mr. Brynmor Jones.

70,956. I only want to have the thing perfectly clear. On the facts which you have proved before us the tenant appears to have expended 210*l.* odd?—Yes.

70,957. Of that amount 40*l.* was contributed by the then Lord Carrington?—Yes.

70,958. Besides that, the late Lord Carrington supplied the stones?—Yes.

70,959. And the sand?—I believe the sand.

70,960. And the tenant had 33 years' enjoyment of the place at the same rent?—Yes.

70,961. That is the case you make?—Yes—32 years enjoyment after giving him compensation to the extent of 50*l.*

70,962. I meant quite apart from the question of money compensation when the sale was made 50*l.* was offered and accepted?—Yes.

70,963. And you have heard nothing more of the case?—Nothing whatever until this was brought forward.

Professor Rhys.

And Mr Evans is still there?

Mr. Brynmor Jones.

70,964. That is on the evidence I think, is it not, that Mr. Evans is still there?—Yes, I understand so; that is where I got my information from as to his still holding at the same rent.

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Mr. J. EVANS.

[Continued.]

Professor Rhys.

70,965. I notice that the receipt is to the trustees of Lord Carrington?—It is. The trustees of Lord Carrington paid compensation to all Lord Carrington's tenants who had made permanent improvements, where it was found to be fair, and that was done with the present Lord Carrington's consent at the time. I believe that strictly they could not have paid the tenant's compensation without obtaining the present Lord Carrington's consent, as at the time compensation was paid to these tenants the estate had, I believe, actually been sold.

70,966. That is to say the trustees agreed to pay this money and Lord Carrington consented?—Yes.

Mr. Brynmor Jones.

70,967. And it was not only in this case, but in the case of all the tenants that claims for

Mr. Brynmor Jones—continued.

compensation were entertained and were settled?—Yes. As these two cases have brought into question the compensation for improvements on Lord Carrington's estates I may add that when his Lordship's Welsh estates were sold in 1868 the cases of all tenants who claimed to have made permanent improvements were taken into consideration and suitable allowances were made. The particulars of these claims and the amounts given together with the receipts can be produced if required.

Lord Kenyon.

70,968-9. I think it would be as well to see them?—I can give you two or three instances if you like.

Lord Kenyon.

Perhaps it is not important.

The witness withdrew.

Mr. JOHN EVANS recalled and further examined.

Lord Kenyon.

70,970. Have you anything to say upon the evidence you have just heard?—About the amount. I did not give the full amount in that account because I did not want to swell it up so that I would have an advance with the gentlemen that bought the place.

70,971. Why did not you state to us when you came before us that the account that you had sent in was 210*l.*?—Well, I forgot that.

70,972. It seems to have been a very convenient memory?—It was a long time ago.

70,973. The account you told us you sent in was 495*l.* and you never applied for 495*l.*?—Well, that was the real amount I paid.

70,974. What you told us was this. You said "I took the cheque and said I hoped they would see their way clear to pay me the remainder, 405*l.*" but you only sent them a bill for 210*l.*?—But that bill was delivered before I had the cheque.

70,975. Very likely—very naturally. But how do you account for that discrepancy between your statements?—I put the amount down as much as I could under the real amount so that I might not have an advance with the gentleman that bought the estate.

Mr. Brynmor Jones.

70,976. But that was five years before any estate was sold. There was no talk of selling the estate when you sent in the account?—Yes. Well, I did not want to swell the account for fear of an advance. That was my object in doing that. The building I made was a good substantial building.

Lord Kenyon.

70,977. I am not denying that you made any amount of good buildings, but why did you

Lord Kenyon—continued.

come and tell us that you claimed 495*l.* when you actually only claimed 210*l.* How can you reconcile those two statements?—As I say that account is much under the value I paid.

70,978. I am not asking whether it is under the value or over the value. You told us at Aberystwyth that you had claimed 495*l.*?—I did.

70,979. Did you claim 495*l.* or not?—Yes, I paid that amount.

70,980. Did you claim it?—Claim it before?

70,981. Did you claim 495*l.* worth of compensation from Lord Carrington, or did you not, sir?—You mean in the time Lord Carrington sold the estate?

70,982. I was putting to you a very concrete question: did you claim 495*l.* or not?—No.

70,983. Did you say these words "I hoped they would see their way clear to pay the remainder, 405*l.*"?—To pay me the remainder.

70,984. Did you say those words, or did you not?—"The balance"—that is what is in my statement.

70,985. Will you kindly answer the question yes or no. You told us at Aberystwyth, "I hoped they would see their way clear to pay the remainder, 405*l.*" Did you say those words to Lord Carrington's representative or not?—No.

70,986. Then you came and told us at Aberystwyth you had, and now you say you had not?—There is a misunderstanding; it is not put down in the way I put it.

I would very much recommend you not to say anything more. I do not see how you can possibly explain or reconcile those two statements.

Professor Rhys.

That is my view too.

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Mr. H. M. JONAS.

[Continued.]

Mr. Brynmor Jones.

That is entirely my view of the question. There is nothing more to be said about the case. The documents absolutely disprove the witness' statements at Aberystwyth.

Witness.

The building is to be seen to-day.

Lord Kenyon.

70,987. I am not denying that; the buildings may be worth 10,000*l.* for all I know. Your statement of claim to Lord Carrington according

The witness withdrew.

Mr. H. M. JONAS recalled and further examined.

Lord Kenyon.

70,988. Mr. Vincent asks—"Where no claims for compensation were made no payment was made, was it?"—No.

70,989. "As a man of business do you not think that is absolutely sufficient?" As there were no claims made of course there would be no compensation?—Just so.

Mr. Griffiths.

And it was not likely that you would be going round the country to see if there were any claims.

Lord Kenyon.

70,990. If a man does not make a claim he does not get paid. That is a matter of common sense?—I may add that my father has been agent for Lord Carrington on his English estates

The witness withdrew.

Mr. DANIEL WINTRINGHAM STABLE called and examined.

Lord Kenyon.

70,991. You are Mr. Daniel Wintringham Stable, owner of the Gellidywyll estate, Llanbrynmair?—Yes.

70,992. What is the acreage?—720 acres, of which 470 are freehold, 77 acres of that 470 is in band, woods, &c., and there are 251 acres of sheepwalk, over which I have all the rights except the minerals. It is part of the Cyfeiliog manor of Sir Watkin Wynn's.

70,993. Sir Watkin has the rights over that, has he?—Yes, he has rights in the minerals only under our sheepwalks, we have the other rights over the sheepwalks and the minerals under my freehold. There is a plan here which will show you exactly where the property is.

Professor Rhys.

70,994. It is chiefly in what parish?—Llanbrynmair, in Montgomeryshire. With regard to sheepwalks they used to be allotted to the tenants by metes and bounds, but they have been entirely fenced by the landlord, my aunt, the late Miss Loscombe, to whom I succeeded last year and the neighbouring owners, and the sheep walk on each farm was separated by dividing fences. This was done at the request

Lord Kenyon—continued.

to this document was 210*l.* You came before us and said that you claimed 495*l.*, of which you received 50*l.* at one time and 40*l.* at another leaving a balance you said of 405*l.* Now you say you did not claim it?—Will you kindly let me see that?

I refuse to waste any more time over this case.

Mr. Brynmor Jones.

You ought not to have done this, Mr. Evans.

Lord Kenyon—continued.

which consist of about 22,000 acres, for upwards of 26 years, and during that time Lord Carrington has never given a notice to quit or put in a distress for rent. Excluding deaths there have been 14 changes only in the last 26 years. In fact in Lincolnshire his Lordship's present tenants consider that during his life their security of tenure is as good as a freehold.

Lord Kenyon.

The charge was most trumpery and trivial and on the face of it false, and I have no doubt whatever that it would not have been brought forward unless Lord Carrington had been chairman of this Commission.

Mr. Brynmor Jones.

That is my view too.

Professor Rhys—continued.

of the tenants. There were continual disputes about the sheep going on between the tenants, and we erected those fences for them. No interest was charged, nor was the rent raised in respect of it. Then speaking from the point of view of management I may say that we are not resident, and have not been resident landlords, but each year, for many years past, I have always visited the property, staying with my wife and children in one of the farm-houses. I think I may safely say that I know the tenants and take a great interest in their welfare. They are personally known to me, and although I have no house there that is habitable I hope the day may come when I may be able to have one.

70,995. Are you your own agent?—No, my agent is one of the farmers, a tenant of mine living upon the property. I should like to say that no difference whatever has been made at any time within my memory, or as far as I have ever heard, in respect of language, politics, or religion. I am a churchman and a conservative, and my aunt was that also, but I believe that all the tenants on our property (I mean the five farmers, every one of them) are nonconformists and, I believe, as far as I know, they are most

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Mr. D. W. STABLE.

[Continued.]

Professor Rhys—continued.

of them radicals, but it makes no difference whatever. I should be the last person in the world to wish to influence them in any way in that matter. With reference to language certainly I may say that most of the farmers can speak English, four or five can, while the wife of the other one can do so for him and does. The tenancies are yearly, all under agreement, and they usually enter at Lady-day, and I have never in my experience had any demand whatever for leases.

Mr. Griffiths.

70,996. Have you a form of agreement with you?—Yes, that is the form of agreement I have had. [*Handing agreement.*] That agreement rather shows the advantage to the tenant from a certain point of view, in holding from year to year. In January 1894, this year, a tenant expressed the wish to leave in March. He had taken a larger farm, and I consented to his leaving. I said if I could get a tenant at the same rent I should be very glad to do so and fall in with his views. He did leave and went into a larger farm, and the agreement that I have handed in is the tenancy agreement with the new tenant. I have had no other change of tenancy since 1880 with the exception of that one. It has not been the practice to resume land. The only land I have resumed into my own possession is the curtilage around the old house, which I have taken over in view of possible re-building, and I have also resumed a small plot, less than one acre, last year, but I allowed the tenant a sum which I believe was more than double its value. I cannot say with reference to timber that we have cut that I have found any objection from the tenants' point of view. The tenants have told me that it was a good thing for them to get the cartage of timber.

Lord Kenyon.

70,997. Do you put into the agreement with the man who buys the timber that he shall give compensation for any damage done by hauling?—No, I never have.

70,998. That is what the tenants complain of, that men who buy the timber damage the ground and never give compensation?—I have never had a case of that sort.

Professor Rhys.

70,999. Your tenants make some money by carting the timber?—Yes, I remember one of them told me not long ago that he made a very good thing indeed by it. Then I am asked for particulars as to rent. I give you the following particulars.

Bronderwgoed rent, 85*l.*; farm acreage, 112 acres, 4 perches; sheepwalk acreage, 144 acres, 1 rood, 4 perches; total, 256 acres, 1 rood, 8 perches.

Gellidywyll rent, 71*l.*; farm acreage, 130 acres, 3 roods, 22 perches; sheepwalk acreage, 49 acres, 2 roods, 25 perches; total, 180 acres, 2 roods, 7 perches.

Foel rent, 30*l.*; farm acreage, 58 acres, 16 perches; sheepwalk acreage, 37 acres, 3 roods; total 95 acres, 3 roods, 16 perches.

Professor Rhys—continued.

Caemadog rent, 36*l.*; farm acreage, 51 acres, 2 roods, 31 perches; sheepwalk acreage, 19 acres, 1 rood, 12 perches; total, 71 acres, 3 perches.

Gellidywyll farm and mill rent, 40*l.*; farm acreage, 33 acres, 1 rood, 25 perches; sheepwalk acreage, none; total, 33 acres, 1 rood, 25 perches. The rent is fixed on a gross sum. I can give you the particulars:

Bronderwgoed: taking farm acreage alone, the rent averages per acre, 15*s.* 2*d.*; taking farm acreage, plus sheepwalk acreage, the rent averages per acre 6*s.* 7*d.*

Gellidywyll: taking farm acreage alone, the rent averages per acre 10*s.* 11*d.*; taking farm acreage, plus sheepwalk acreage, the rent averages, per acre, 7*s.* 10*d.*

Foel: taking farm acreage alone the rent averages, per acre, 10*s.* 4*d.*; taking farm acreage, plus sheepwalk acreage, the rent averages per acre 6*s.* 3*d.*

Caemadog: taking farm acreage alone the rent averages, per acre, 14*s.* 1*d.*; taking farm acreage, plus sheepwalk acreage, the rent averages, per acre, 10*s.* 1*d.*

Gellidywyll farm and mill: taking farm acreage alone, the rent averages, per acre, 24*s.* 3*d.*, and there is no sheepwalk attached to that holding at all.

With reference to services other than the payment of rent, there used to be services in the olden days. I have an agreement for letting one of the farms, the farm of Bronderwgoed in 1816, and I find that the yearly duties are six days' labour with team, a goose, and three couple of fowls. There also used in old days to be a claim for a heriot, but that has been waived, and, as far as I know, there is nothing of that sort now. As to letting farms to the highest bidder, I should not think of doing that. For instance, with reference to the case in which I have handed up to you the agreement, I did not look to the highest bidder there in any way, I only thought of getting the best tenant—the man most likely to do duty to the place. Then, with reference to the variation in rents, the average rental in 1842 was 225*l.* a year. 260*l.* was spent in additional land, and 47*l.* odd in draining it in 1866, and large sums at various times in improvements, and the rent is now 262*l.* a year. I have the half-yearly accounts going back as far as 1831, which, of course, I would put in if they would be of any interest. I do not know that they show very much excepting that the price of labour is very much increased, and I pay now for labour a very much larger sum than used to be paid in 1831. As far as I can see, it has doubled.

We have tried to meet the depression which, without doubt, has existed by allowances, and those allowances have been as follows:—On Lady Day 1864, 20*l.* arrears on one of the farms was written off. For Michaelmas 1885, a general allowance was made of 15 per cent. Lady Day 1886, a general allowance was made of 15 per cent. Michaelmas 1886, a general allowance was made of 25 per cent. Lady Day 1887, a general allowance was made of 20 per cent. Michaelmas 1887, a general allowance was made of 20 per cent. Lady

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Mr. D. W. STABLE.

[Continued.]

Professor Rhys—continued.

Day 1888, a general allowance was made of 20 per cent. Michaelmas 1888, a general allowance was made of 15 per cent. Lady Day 1889, a general allowance was made of 10 per cent. Michaelmas 1889, a general allowance was made of 5 per cent. Lady Day 1890, a general allowance was made of 5 per cent. Michaelmas 1891, a general allowance was made of 5 per cent. Lady Day 1892, a general allowance was made of $2\frac{1}{2}$ per cent. Michaelmas 1892, a general allowance was made of 15 per cent. Lady Day 1893, a general allowance was made of 15 per cent. The rent of Gellidywyll mill and farm, which in 1883 was 54*l.* 18*s.* has been reduced to 40*l.* That is not in respect to deterioration of the farm, but mill property is very poor. Then as to notice being given to tenants of abatements the agent (who is one of the farmers) generally writes before the rents are paid, asking if an abatement is to be made, and he is informed of the abatements. There has been no sub-division or sub-letting, nor has there been any recognition of a tenant's goodwill in any case. The following expenditure on improvements by the landlord, has been made since 1872. No rent has been increased, nor has interest been charged. 1872, 11*l.* 11*s.* 6*d.*; 1873, 1*l.* 9*s.* 5*d.*; 1874, 7*l.* 19*s.*; 1875, 23*l.* 10*s.* 10*d.*; 1877, 18*l.* 4*s.* 9*d.*; 1878, 41*l.* 10*s.* 5*d.*; 1879 and 1880, 46*l.* 13*s.* 4*d.*; 1881, 6*l.* 17*s.*; 1882, 146*l.* 16*s.* 4*d.*; 1883, 2*l.* 7*s.* 10*d.*; 1884, 11*l.* 14*s.*; 1885, 20*l.* 11*s.* 3*d.*; 1886, 5*l.* 15*s.* 4*d.*; 1887, 13*l.* 7*s.* 7*d.*; 1888, 101*l.* 3*s.* 9*d.*; 1889, 85*l.* 7*s.* 5*d.*; 1890, 125*l.* 9*s.* 5*d.*; 1891, 34*l.* 18*s.* 7*d.*; 1892, 4*l.* 5*s.* 2*d.*; 1893, 25*l.* 14*s.*; Total, 948*l.* 6*s.* 11*d.* Nor does this include any charge for timber in several of the cases, particularly in the sheep-walk fencing, on which the timber represented a considerable amount. What with expenses such as these, the allowances to tenants, and the other expenses which landlords have to defray, the percentage of the net receipts is very small compared to the capital value of the land. The land in 1872 was valued on the succession accounts at 7,500*l.*, on which 3 per cent. interest would be 225*l.*; interest at $2\frac{1}{2}$ per cent., 187*l.* 10*s.* Taking the gross receipts at 262*l.*, and deducting, say, 4 per cent. on the said outlay for improvements, namely, 38*l.*, 15*l.* per cent., the present allowance, say 39*l.*, and fire insurance, agents' commission, charities, and sundries, say, 20*l.*, total 97*l.*; there remains 165*l.* The landlord does not make $2\frac{1}{2}$ per cent. Also, I need scarcely say, perhaps, that that does not include anything for planting. We have spent large sums of money comparatively, for planting, but owing to the unfortunate larch disease, it is very unremunerative; indeed, I am afraid we shall never see back any of it.

Professor Rhys.

71,000. Is that disease going on now?—Yes I am afraid it is. I saw cases of it yesterday.

71,001. What might be the cause of it?—I wish I knew. I do not know anybody who does know.

Professor Rhys—continued.

71,002. We noticed some cases as we came along to-day?—I have not a notion as to what causes the disease. The trees were the best trees that money could buy of their size, and every care was taken in planting them. Then there is a question you ask about fruit culture. I have tried planting apple trees, but it entirely failed. The land lies too high.

Then I have some information upon the matter in answer to the question as to life insurance. I do not know whether the figures will be of interest to you. It so happens that I am solicitor to an insurance office in London doing a very large business, and I asked them for their figures. The figures show what income they draw from Montgomeryshire. I do not know whether you will wish for the information.

Lord Kenyon.

71,003. Yes, the figures will be of very great interest?—The office is divided into two branches, in one of them the premiums are collected weekly, that is one branch; in the other branch the premiums are collected quarterly, half-yearly, or yearly. The line is drawn between weekly payments and quarterly payments. In the industrial branch, as it is called, where the premiums are collected weekly, on the 31st of December last year there were in existence 8,814 policies in Montgomeryshire and the amount paid in premiums in respect of those policies was 92*l.* a week, which runs out to 4,784*l.* a year. In the ordinary branch, which includes the premiums payable quarterly, or at longer intervals, there were 624 policies in force bringing in a premium income of 3,900*l.* a year. Then the other figures I have show what has been paid out by the office as claims for the same period.

71,004. Are these life policies?—These are purely life policies. Of course the business is comparatively new and it is growing; it has not run for very long. In the year 1891, 226 of the industrial branch policies became claims and there was paid on death 2,542*l.* 9*s.* There were at that time no separate statistics about the ordinary branch; but in 1892, 183 policies of the industrial branch fell in in respect of which 1,929*l.* 18*s.* was paid, and seven of the ordinary branch fell in in respect of which 909*l.* 11*s.* was paid. That is an average of about 100*l.* each; the others would average about 10*l.* each. In 1893, of the industrial branch 212 became claims and 2,103*l.* 7*s.* was paid. Six of the ordinary branch became claims in respect of which 1,003*l.* 6*s.* was paid. In this year, 1894, to the end of August, 140 of the industrial branch became claims in respect of which 1,270*l.* 2*s.* was paid. Oddly enough out of the whole 624 of the ordinary branch policies this year not a single one of the policy holders has died. It only shows what a county Montgomeryshire must be to live in.

71,005. It is healthy at any rate?—According to these figures extraordinarily so.

The district round Llanbryn-mair has very much altered. There has been a tremendous decrease in the number of inhabitants very much

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Mr. D. W. STABLE.

[Continued]

Lord Kenyon—continued.

owing to the failure of Sir John Conroy's Pennant lead mines—a most serious failure.

Now as to families having held the same farms for generations out of the number of farmers, there were five, as to three of those, the farms are held by relations or descendants of those who held in 1842, so that going back 50 years three farms have belonged to people of the same family. One of the others came in 1879, a perfect stranger; also this man who has the agreement that I have handed in. He came last year and he was a perfect stranger. I looked up an old description of the property in 1770 and I could not find that any of the then tenants had the surnames of the present tenants. I cannot, of course, say whether they are related or not. The ownership of this property has been in my family by birth or marriage for all time.

Professor Rhys.

71,006. I was going to ask what was the name of your family?—Owen. They were a branch of the Owens of Rhiwsaeson. They were the predecessors from whom, I believe, Sir Watkin Wynn or his predecessors bought Cyfeiliog, about, I should think, 150 years ago.

Mr. Griffiths.

71,007. In the amount you gave us of 948*l.*, expenditure on improvements, I suppose you include new buildings. I think the tenants undertake repairs?—They undertake it, but they do not do the repairs. The landlord does what repairs are done.

71,008. It is in the agreement?—It is in the agreement.

71,009. Do not you think it should be binding on the landlord or the incoming tenant to take to the sheep. It is rather a hard case when a tenant leaves a place if the incoming tenant does not take the sheep?—I rather think there is a clause there.

71,010. I think not. What it says is this—“Sheep offered to the landlord or incoming tenant at a valuation.” I think it should be binding on the landlord or the incoming tenant to take these sheep at a valuation?—I have not the slightest objection. The tenant, you will notice, only agrees to keep the inside in repair. That is, not the main buildings, not the main walls; but I should have no objection to take over the sheep in the least.

71,011. I think it is but right for the outgoing tenant that the sheep should be taken by either the landlord or the succeeding tenant?—

The witness withdrew.

Mr. RICHARD EVANS called and examined.

Lord Kenyon.

71,020. You are Mr. Richard Evans, and you live at Compton House, Llanidloes?—Yes.

71,021. You wish to give evidence respecting what?—Respecting three of my brothers, and also touching upon the relations of Col. Verney's estate and Mr. Grant, the agent of the estate.

Mr. Griffiths—continued.

I believe in the case in which I have handed in the agreement, the incoming tenant did take the sheep. I believe that is so.

71,012. We have found some cases where the man had lost, 10*s.* a head on his sheep in 300 sheep which were not taken over by the landlord or the incoming tenant?—That is a hard case. I should be sorry to have such a case.

Professor Rhys.

71,013. May I ask if you have any difficulties about game?—No, I have had no difficulty at all. There is very little game. The game is not worth talking about. I have had no difficulty at all.

71,014. Is the scarcity of game owing to the fact that the farmers are great poachers?—No, I should be sorry to say that of my tenants, but I believe the lands have been very badly poached over. Things were very bad last year; this year they are better.

71,015. In some places we are told that farmers will allow no game to live, and in other places we have been told that where the farmers expect the landlord to shoot over their land they always see that there is some game for him?—I am sure that they have tried this last year to see that there should be a little game. There is very little, but they have tried to leave it.

71,016. In any case you have had no difficulty about it?—No, none.

Lord Kenyon.

71,017. Have you had any difficulties on the expiration of tenancy with regard to compensation in cases of that sort?—No, we have not had a case. There was no difficulty on the termination of the lease in the case in which I have handed in the agreement. Of course the landlord does everything.

71,018. I have some questions by Mr. Owen Wynne. “Can you put in a very well prepared schedule of the property”?—Yes, I can. [*Handing a document.*] This was made as a matter of fact by my father for my aunt as a present. That first sheet is in his own handwriting. It is rather a remarkable schedule.

71,019. Then Mr. Wynne asks—“Do you see any difference between the tenure of land in England and Wales which calls for separate legislation for Wales”?—No, I see none whatever, I think it would be a great misfortune if any difference were attempted to be made.

Lord Kenyon.

We are very much obliged to you for taking the trouble to come forward.

Lord Kenyon—continued.

71,022. You told the agents you were coming?—Yes, I sent them a note, and they are both here.

71,023. Why are not your brothers here themselves?—We were to have been heard originally at Newtown to-morrow; and they

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[Continued.]

Lord Kenyon—continued.

live in the country! But I expect one of them will be here by the next train, they live far in the country, and, of course, to-morrow was the day first appointed, and then I came here instead at the request of your Secretary. But I have everything here, and I believe they will be at Newtown to-morrow as well.

71,024. But why do not they give their own evidence?—As a matter of fact my brothers in the country speak Welsh principally. In all cases I have been negotiating with their landlords, so I know their case thoroughly.

71,025. And you speak on their behalf?—Yes.

71,026. Very well; have you a statement?—Yes, I have.

71,027. Then will you read it. You understand what I mean, that first-hand evidence is always better than second-hand evidence, and I just wanted that cleared up?—I have been requested to tender the following evidence on behalf of my brothers, namely, William Evans, Hendre, Llangurig; Edward Evans, Bronfelyn, Llangurig; and David Evans, late of Panrallt Farm, Llanidloes. With reference to the first named farm, I desire to state that my late father, David Evans, became tenant in the year 1851, and continued as such up to last year. My brother, the above-named William Evans, continued as tenant at our father's death. The rental from 1851 to 1856 was 45*l.* per annum, less an allowance of 2½ per cent. In 1855 the rent was increased to 60*l.* per annum, and remained at that figure until 1869, when it was advanced to 75*l.* per annum.

71,028. Is this Col. Lloyd Verney's estate?—No, this belongs to another gentleman.

71,029. Who?—Morris Lewis, of Pontymawr, Llangurig. It is, in fact, the only farm he owns, I think.

71,030. I was going to ask you that. He is a small landowner, is he?—Yes. The rent in 1869 was advanced to 75*l.* per annum, and continued so until 1879. The farm was then sold.

71,031. Who is the present owner?—Mr. Morris Lewis, Pontymawr, Llangurig.

71,032. Who was the owner in 1856?—It was a gentleman named Mr. Williams, of Rhayader. He had been the whole of the time since my father took it in 1851.

71,033. Was Mr. Williams, of Rhayader, a large landowner?—Yes.

71,034. And he sold this farm to this other gentleman, Mr. Morris Lewis?—Yes.

71,035. And he stuck up the rent to 75*l.*?—Yes; of course it was risen previously; there was another 25*l.* advance.

Mr. Grove.

71,036. What is the acreage of this farm?—156 acres enclosed, and the rest is very rough sheep walk really.

Lord Kenyon.

71,037. Did Mr. Lewis want to farm it himself when he bought it?—No.

Lord Kenyon—continued.

71,038. He bought it just as a speculation?—Yes; in fact my father offered for it at the sale, he and my brothers. They had been living there so many years, and improved it so much, and found it very hard to go away, and they thought they had to turn out of it altogether but they did come to terms afterwards. He was a bidder at the sale, or rather my brother and him.

71,039. How near did they bid?—I think they were almost the next bidders, really. Of course the state of trade was very good 20 years ago, but since then stock has gone down, these last 10 years particularly, 45 per cent. I may as well say that the tenant previously to that was unable to pay for it; he was sold up as a bankrupt previously to my father entering at all; but my father had lots of sons, and they all worked hard and fenced it. In fact, we had to stay up at night this time of the year to keep the sheep and cattle out of the oats. There was no fencing to it, but in time my father made miles and miles of fences, and they are to be seen to this day. Our grievance is that we were raised more than double the rent on our own improvements during the time. That was our principal trouble.

71,040. Did you put in any claim when the property was sold that you ought to be compensated?—We did not put in a claim. My father considered he was entitled, but there is no law about it.

71,041. Still he did not ask for it?—He did not.

71,042. You would not expect the landlord to give any compensation unless you claimed it?—But I do not think the law of England would allow it. Another brother-in-law tried it, and he did not get it. The law is so shaky that you cannot get it even if you do claim.

71,043. At that date the law was different to what it is now?—Yes. My brother complains very much now, it is impossible to pay for it; and I wish to say this, Mr. Lewis is a tenant of Mr. Humphries Owen, he received 15 per cent. return as a rule for some years. My brother cannot get anything; in fact he had 2*s.* and 6*d.*, but in 1893 and 1894 he has had as much as 5 per cent. the last twice. He has also carried to the river which the previous landlord used to pay for, and he is refused payment.

71,044. Refused what?—I mean for doing repairs to the banks of the river. He does that carriage, and he does not get paid for it.

71,045. Mr. Lewis finds it more profitable to be a tenant farmer apparently?—Well, he keeps a public house. He does not farm much.

Professor Rhys.

71,046. The Glansevern Arms?—That is it. My brother is joined with two other farmers for a mile the side of the hedge, and those are the same now as they were 40 years ago, whereas my father and brothers on the other side are more than doubled.

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[Continued.]

Lord Kenyon.

71,047. Will you tell us what Mr. Lewis gave for the farm?—3,700*l*. I think. Farms were selling at the highest price in those days.

Professor Rhys.

71,048. Your brother pays 100*l*. a year rent?—Yes; the reason of the great complaint is that the stock has gone down so much, that is our trouble. If the times remained what they were 15 years ago we should not make any complaint whatever, but we find it very hard, farming well, to be doubled in the rent on our own improvements to a very great extent. I think that will be all about that. I have the rent book here if you wish to see it. [*Producing rent book.*] My brother receives about 25*l*. a year as private income for these last 10 years, and 16*l*. the last five years, that all goes to pay the rent and is too little. He had a dowry with his wife of 300*l*., and it all goes. In fact he finds it almost impossible to make two ends meet.

Lord Kenyon.

71,049. Did you tell Mr. Lewis that you were coming here?—I did not tell him myself, but I think my brother has mentioned it. Tomorrow at Newtown was the date appointed, and we will be there in case there is anything.

71,050. Then you want to speak about Bronfelyn?—Yes, that is a very similar case indeed.

71,051. Is this another brother?—This is another brother. He took the farm 29 years ago, I think at a rental of 41*l*. per annum.

71,052. What is the present rent?—The present rent is 85*l*. per annum.

71,053. Who is the landlord?—The Rev. James Plant, Weston Vicarage, near Stafford.

71,054. Has he been the landlord all through?—No, he is the second party. Another gentleman bought it at the same time 14 years ago, and he has sold it now. There have been only two parties.

71,055. Who was the other party?—Mr. Roberts of Leeds.

71,056. And he sold it?—He sold it to this reverend gentleman. I waited upon him twice, I think he bought the place almost without seeing it. In fact Mr. Roberts bought it without seeing it. It comprised a good many acres, and he thought he was getting a good bargain, but Mr. Roberts found out that he had not got a good bargain so he placed it on the market.

71,057. What was the sale price, can you tell me?—I think it was 2,700*l*.

71,058. You think it was as much as that?—I think it was. It was sold very dear.

71,059. That would make a very small percentage?—Well, it was sold very dear. Mr. Roberts was a landlord in the bad times, some years ago, who returned a fair discount to my brother. My brother did not ask him what he returned in discount, but when Mr. Plant, the new owner, came in, we had some trouble in getting this little percentage returned. I had

Lord Kenyon—continued.

to go to Stafford with my brother as he could not speak English, and we came to terms at last.

71,060. He is allowed a percentage?—No. I am sorry to tell you it is very trifling, he would allow a little for a few years until the tithe question would be settled. My brother may be in by the next train, I am not sure. The landlord does not think there is any need of any percentage to be returned although this farm has been more than doubled again in 29 years.

Professor Rhys.

71,061. Are you sure he would not say that the rent was too low before, if you went and asked him for a reduction?—Who do you mean?

71,062. The landlord. If you were to say to him this rent is double what it was in such and such a year, would he not answer—Yes, but it was let at half its value in those days?—Well, I may tell you the person who had it before my brother failed to pay for it at all at that rent.

71,063. That is more to the point; you would have him there?—Yes.

71,064. Was the other one a good steady farmer?—Yes, he had been there for many, many years. I think those are the two most serious cases in the neighbourhood almost. My brother here is a very keen man in buying cattle and sheep, and so on. He finds that all the money he makes with that business is too short to meet the rent. In fact he had a dowry of 300*l*. with his wife, and he is obliged to go on with that and working hard; there is not a better farmer I think in the neighbourhood.

Lord Kenyon.

71,065. Now let us go on with the next, Penrallt?—My brother entered this farm in 1890, I think.

71,066. This is another brother?—Yes, David Evans, Penrallt farm.

71,067. Whose estate is this?—Mr. Levett is the landlord. Mr. Grant is the agent.

71,068. Where does Mr. Levett live?—Really I cannot answer exactly, because my brother never had his address.

71,069. How in the world have you ever communicated with him then?—With Mr. Levett?

71,070. Yes?—I do not think he ever did personally.

Professor Rhys.

71,071. Does the rent ever reach him?—Mr. Grant always acted. He lived on the farm. The gentleman is here.

Lord Kenyon.

71,072. What is the size of the farm?—I cannot say exactly.

71,073. What is the rent?—The rent was 94*l*. I think with some 20*l*. for the first year for some manure, &c. It cost my brother 94*l*. I think.

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Lord Kenyon—continued.

71,074. 94*l*. is the rent, and he had a rebate of something when he came in?—Yes, but he had to give that to the ground also.

71,075. He took it in 1890?—Yes.

71,076. Then in 1893 what happened?—If you will allow me I have my brother's own statement here.

71,077. Very well, will you go through it?—
“In the year 1890 I took Penrallt Farm—”

71,078. If your brother made a bad bargain in 1890 it is no affair of ours, he knew what he was doing I suppose?—Yes, but if you will allow me the farm was run out.

71,079. I suppose he knew that when he took it?—Yes, and he had an allowance for a certain time: “In the year 1890 I took Penrallt farm, and farmed the place for three years. The farm was in a dreadful bad state at the time, quite 50 acres in stubble and scratch as thick as land could be, and the rest of the farm had been let go wild in gorse, and so on. During the three years I cleaned and laid down in rye grass about 40 acres, and had to work a part every year as summer fallow, having only two crops for the three years on such ground. Finding the farm not paying me I gave notice for a reduction in rent. I had no intention of leaving the farm, only I wanted some consideration until the price of stock would improve and the farm be got to a better state of cultivation. I could not get any reduction in rent; the farm was let to another party for less rent, I believe, than the last offer I made to Mr. Grant, the agent. I had to leave, I had to take a cottage for myself and family, sell out my stock and improvements for something like half what they had cost three years previously, owing to the great reduction in the price of stock, and the farm being in such a bad state of cultivation, therefore, I came off a loser of quite 300*l*., and having given my own labour for nothing. I consider that I was treated very badly. I am prepared at any time to prove what I have said, if required. It is not convenient for me to attend.”

71,080. I must point out to you that your brother must have had his eyes open in 1890 when he took the farm. He saw that the farm was in a bad state, and he knew what he was doing?—Yes.

71,081. He was not obliged to take it. Then it appears that he gave notice to quit, and he was taken at his word?—What I say is this, that if a tenant finds his farm is too dear and gives it up because he wants a little reduction—

71,082. He is taken at his word and he is surprised. In this case under the Act he could get compensation for all that he has put into the land?—He did not get anything.

Mr. Grove.

71,083. Did he make any claim?—Only for a little clover seed, 1*l*. 15*s*. I think that is all he could get for the land.

Lord Kenyon.

71,084. I suppose if he did not claim it he did not get it?—He took this farm entirely out of order. He took it for three years and worked on it, and then when he did not mean to go away at all, but wanted a little reduction he was refused.

71,085. Let me point this out to you. It was only in 1890 that he went there. Then he finds that he has made a bad bargain. There is no hardship about it that I can see at all. As a business man when you make a bad bargain you do not go whining to people about it?—I think if a man takes a farm and improves it—

71,086. Certainly if this had been a case of a sitting tenant having to leave after having improved the farm for a long term of years it would have been a hard case, but this man has only been there three years. In 1890 stock was selling very good indeed, but in 1893 it was selling at only half, so he considered it hard to have to turn out. In fact he lost hundreds of pounds by it.

71,087. Has the farm been let to a new tenant at a lower rental than your brother paid for it?—I mean to say it is let for a trifle lower. And of course Mr. Grant promised to negotiate with the landlord. Now I wish Mr. Grant to show my brother's letter, and you will see the tenor of it. I gave him notice last night that I should ask for it. Mr. Grant previous to that advocated unity between tenants and landlords. I am sure if you treat the tenants in this manner there is not much unity about it.

71,088. I really cannot help saying that this is rather a trivial case. Will you go on with the next?—Would you like to see the letter?

71,089. Certainly we will call Mr. Grant afterwards. Now will you pass to the next case, we cannot have time taken up with a small case like this?—Then the next case is on Col. Verney's estate, Mr. John Owen, Tanrallt, Llangurig.

71,090. Who was John Owen?—He was a tenant for 46 years.

71,091. Under Col. Lloyd Verney?—Yes, or his predecessor.

71,092. I must ask you this, have you Mr. Owen's authority to come here?—I have, and he will meet you at Newtown if necessary. I hope you will give me a fair hearing, and I will be as short as I can.

71,093. I do not want to hinder you in the least, but there are other witnesses here and you must please keep to the facts.—This old gentleman lived for 46 years on Tanrallt; the rent at first was 30*l*.

71,094. What year was that?—I could not say exactly the year, but the present year is 55*l*. when he left.

71,095. But approximately when was the first rent, was it in the forties, or the fifties, or the sixties, or the seventies?—It is nearly 60 years ago. It was 30*l*. then. Now it is 55*l*., and Mr. Owen gave it up wanting a little reduction. They could not meet him in the rent, but they offered another place called Blaencwm at a reduction of 5*l*. Mr. Owen agreed to take the Blaencwm in addition for 30*l*., making 60*l*.

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Lord Kenyon—continued.

altogether; but through some mistake in the notice he could not get it afterwards. Colonel Lloyd was the agent at that time, and after that Mr. Owen lost his own farm also. That was let to another party.

71,096. How did he do that?—Well, that is the way the tenants are treated.

71,097. But why did he lose his own farm?—Because he wanted a little reduction in it.

71,098. He gave notice and got taken at his word?—He wanted a little reduction.

71,099. But he gave notice and got taken at word?—Yes, he did.

71,100. It is quite likely that the landlord might think a man in earnest when he gives notice. Did he ask for a reduction before he gave notice?—Yes, many times.

71,101. Was he succeeded by a tenant who paid the same rent?—They say the farm is less to-day.

71,102. How much less?—I cannot say exactly.

71,103. It is a pity you do not know because it makes all the difference?—Mr. Owen could not make the payment out of the farm. By this it had come to the hands of Mr. Chevalier Lloyd, and he said he could not drop the rent to Mr. Owen because we were following the radicals. That was the reason that he could not drop in the rent.

71,104. What is the date of that letter?—September 10th, 1894.

71,105. Will you let me see it?—I am very pleased for you to see it all through. [Handing letter.]

Mr. Grove.

71,106. This is the letter giving particulars?—Yes. Mr. Owen will meet you at Newtown if necessary, but I do not think it will be necessary.

Professor Rhys.

71,107. What do you mean by saying he will come if necessary, has he given notice?—I mean if you wish him to explain.

71,108. But we have invited people who wish to give evidence to send in their names. Of course we do not send special invitations all round?—Certainly not; but should you disbelieve this statement he will come at Newtown.

Lord Kenyon.

71,109. When did Colonel Chevalier Lloyd say that they were following the Radicals?—It is there.

71,110. No, it does not say what date?—It is a little before he left, it is about 8 years ago. After Mr. Owen took Blaencwm he began to haul timber and things to fence the hill in. It turned out that the notice was not correct, and he failed to get it afterwards and he was obliged to leave. Here is the bill of 12*l.* that Colonel Chevalier Lloyd refused to pay and Mr. Owen has lost it to this day. He offered him 5*l.*, and Mr. Owen rejected it of course.

Professor Rhys.

71,111. Is that under the Agricultural Holdings Act?—Yes, that would be in force then; but the landlord asked the tenant to contract out of it.

71,112. There is no contracting out of that Act except with regard to notice?—They asked him to sign.

71,113. But the signing of anything of that sort would be illegal. Why does he not get this money paid if it is due?—Well, they have really refused.

71,114. Is he still tenant?—No, he was compelled to leave at the time.

71,115. I see this is in 1886?—Yes, that is the time.

71,116. This is from Mr. Harrison is he the agent?—Yes.

71,117. He says, "I cannot recognise the bill for hauling which you forward, and have had no instructions to settle and must therefore request you to let me have a remittance for 1*l.* 17*s.* 6*d.*, the balance still due from you, without any further delay." That is the balance of rent, I suppose?—Yes, they refused to acknowledge that all.

71,118. Was this since the passing of the Agricultural Holdings Act?—The Act will tell you.

Mr. Grove.

Yes, it is.

Professor Rhys.

71,119. Then if this bill is due there is no reason why you should not be able to get it in the county court?—You know what farmers are; they are not anxious to go to law, and they could not get it otherwise. It is simply to show the state of feeling on the estate.

71,120. That is how long ago, now?—This is 1885.

71,121. Is the feeling any better now?—I wish to say this again. Mr. Owen's father was a gentleman 75 years of age, and to turn out after being there forty-six years, having been so many years in the neighbourhood and then obliged to leave it, was very hard.

71,122. It was a great blow to him?—Yes.

71,123. But is the feeling even now better in the neighbourhood?—I cannot say it is very much. I have a case or two here present much the same.

Mr. Grove.

71,124. Under the first schedule, as this is a bill for making fences and so on, he could not claim it unless he had the consent of the landlord?—He never entered as a tenant on the other farm and they had the advantage of it.

71,125. You say he never entered as a tenant?—Not on the other one. He carried to Blaencwm, but he failed to get it afterwards on the ground that the notice was not correct to the other tenant.

71,126. Then it comes to this: he was promised another farm; they gave notice to the

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Mr Grove—continued.

tenant to leave that farm, but that notice was informal, and he did not get the farm. In the meantime he had hauled a lot of fencing there and he was not paid for it?—He hauled the timber and so on; he did not do the fencing.

71,127. He hauled the timber for the fencing?—Yes, for the bye-take, and he has never been paid to this day.

71,128. Who asked him to do the fencing?—The incoming tenant or Mr. Chevalier Lloyd's property had the benefit.

71,129. They had the benefit, but who asked him to do the hauling?—They were agreed at the time of taking it that they would haul things to the farm, but they never entered the farm.

71,130. But why did not they enter the farm?—Because Mr. Price, the old tenant, agreed with Mr. Chevalier Lloyd.

71,131. To go on again?—Yes, and they were obliged to turn out of their own holding. That is the complaint, and it is very hard indeed for a man of that age.

71,132. That is rather an involved case, but he should not have done the haulage. Why did he do it until he knew that he was going to take the place?—Well, they made agreements to take it, but the complaint is that he was turned out at his age. That is the complaint.

Professor Rhys.

71,133. Now will you go on with the other case?—Col. Verney makes a long statement here that the relations with the tenants on the Clochfaen estate are very comfortable indeed. This is in the "Land Agents' Record," of the 5th November, 1892. Col. Lloyd Verney says:—"Any tenant who thinks his rent is too high can inform my steward or myself of the fact and ask to have his farm valued. A valuer is appointed by me, and the tenant may appoint another if he wishes to do so, at his own expense, and we agree that whatever sum the valuers decide on shall be the rent of the holding. I have hitherto availed myself of the services of Mr. Swettenham, of Newtown, late surveyor to the county of Montgomery, and up to now, the tenants have always had such confidence in him that they have never appointed a surveyor on their own behalf, but been prepared to accept his decision. I have found this simple plan work admirably as long as the valuation was in favour of the tenant, but on the two occasions when the rent was raised the tenants have not complied with their agreement, nor have they been asked to do so."

71,134. Then you wish to contradict that?—I do.

See 71,190
-71,200. 71,135. Very well, go on?—Then there is a lady, Mrs. Rice of Penybank.

71,136. She is a tenant on the Clochfaen estate?—Yes. I have a letter here dated the 16th October 1890, from Col. Drew to Mrs. Rice. "Llangurig, 16th October 1890.—Sir,—I have received your letter of the 13th inst., and quite agree with you that it will be more

Professor Rhys—continued.

"satisfactory to both parties if a valuer is appointed by each. Please let me know the name of your valuer, and the day and time that it will be convenient for him to go over the land, so that I may be able to arrange with Mr. Swettenham to meet him. I would suggest one day in the early part of next week, as I shall then be here until either Thursday or Friday in next week, and we could all go over the holding together. Yours faithfully, George Drew.—Mr. C. Rice."

71,137. What does that come to?—That is the promise, and then in the next letter they withdraw it altogether.

71,138. What is the date of that?—November the 5th, 1890, quite close to the other. "Clochfaen Estate. 3, Langley Park, Sutton, Surrey. 5th November 1890.—Dear Sir,—I have received your letter of the 31st ult. Mr. Swettenham having already valued Brynhyfryd farm, I do not think it necessary for him to meet you there. It will be well that Mr. Rice should be made to clearly understand that Col. Verney does not agree to accept your valuation, and further, that after what has taken place, I am not prepared to recommend him to make any reduction in the rent of the farm. I am, dear sir, yours faithfully, George Drew.—Stephen W. Williams, Esq." This lady, a widow, had engaged a licensed valuer in Rhayader, and paid him for coming to meet this gentleman. What I wish to contradict is this, Col. Lloyd Verney says here that any tenant can get a valuer. Well, I waited upon him myself personally at once, but I think this thing proves my case in that direction, does it not?

71,139. But why do you mention that you went personally. What happened then?—What happened was this. I asked him if he would kindly allow us to have a valuer. No, he would agree only to Mr. Swettenham, and I must pay part of his fee.

71,140. He would not allow you to have the other valuer?—No, and it is the same in this case.

Professor Rhys.

Is Mr. Swettenham here?

Colonel Drew.

No. I represent Col. Lloyd Verney.

Mr. Grove.

71,141. Is not the point this, that Mr. Swettenham had already valued the farm a few weeks or a few months before?—They had agreed previous to his going there at all, but, as a rule, Col. Verney is not willing for a tenant to have a valuer; the tenant must accept his valuer. Still, he claims in this long article that such is the state of things in Llangurig parish. I mean to say no.

71,142. What is that, a speech at a rent dinner?—No, this is a reprint from an article in the "Land Agents' Record," dated November

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Mr. R. EVANS.

[Continued.]

Mr. Grove—continued.

5th 1892, entitled "Landlord and Tenant. 'Partnership,' by Colonel Geo. H. Lloyd-Verney."

Professor Rhys.

71,143. What is the next case you wish to mention?—In February 1893 the tenants wished to have some percentage returned, and they agreed at the rent day that they should have liberty to pay up to the 10th of February. In the meantime Col. Verney, or Mr. Harrison, the agent, sent a very threatening letter, threatening proceedings if the amount was not paid.

71,144. Who is Mr. Harrison?—Mr. Harrison acted on behalf of Mr. Verney; in fact one of the tenants came to me and asked me to lend her some money to pay the balance, so that the relations are rather strained. That is what I want to say. One party who was short came to borrow money to make up the amount.

71,145. Is Mr. Harrison the agent now?—Col. Drew is the principal one now, I think.

71,146. Mr. Harrison is sub-agent, is he?—Well, I could not say, exactly.

71,201
75,542
590.
There is another tenant, David Rees, blacksmith, Llangurig. He says "Col. Verney came to me on a Sunday requesting me to attend at Clochfaen on Monday morning."

Mr. Grove.

71,147. Whose statement is that?—His statement.

71,148. Whose statement?—David Rees, blacksmith, Llangurig.

71,149. That is another case, is it?—Yes, an old tenant.

Professor Rhys.

71,150. Has he asked you to speak for him?—He has.

71,151. Cannot he come himself?—Well, he is an old man and he did not feel equal to it. The farmers really are so very timid about it. This is my last case. He says—"When I went there according to arrangement, he said he wished me to give up my tenancy, as he wished to have a younger man with a family that would attend church." On Sunday Mr. Rees agreed to give it up, and Lloyd Verney had a tenant ready to come in. They came to terms over valuation of stock, but when the new tenant spoke to him about the rent the Colonel wanted a rise of 7l. on 13l. He refused blankly to have anything further to do with it. So the affair fell through.

71,152. What was the result. Did the tenant leave?—No, he is there still.

71,153. He is there still, but he pays an additional 7l.?—No, the old tenant I mean. The new one did not enter at all.

71,154. Does the old tenant pay that?—He just pays the amount, and considers that ample. He has been there for many many years.

71,155. Then nothing has happened excepting this conversation in this case?—No, nothing further.

Mr. Grove.

71,156. I suppose what you complain of is that the landlord said to the tenant that he wanted a churchman there, and wanted him to leave to make room for a churchman?—Yes, the old Mr. Rees feels it very much that he should be asked to go, because he was a deacon of the Methodists and a leader of the singing there, and had always paid his rent punctually; but it was not a question of the church. The rent was the reason the other tenant did not come in.

71,157. I suppose there is perfect harmony in the choir in the chapel, but he had a little discord with the landlord?—Well, there was a difficulty in that way anyhow. The reason I touch upon this matter is because the tenants complain that they are not treated as they wish, and they thought it proper that it should be explained to you gentlemen as well as it could be.

Professor Rhys.

71,158. Have you anything else to say?—I should like Mr. Grant to show you the correspondence in this case, as he is present. He pretended to my brother that he was negotiating for the Penrallt farm at a little reduction. I should like him to show you these letters, because my brother offered the full value and it was refused.

71,158. Very well, when Mr. Grant comes forward he may deal with it. I have some questions sent up by Mr. Owen Wynne. "Are you a shopkeeper"?—I am a farmer's son.

71,160. "A draper"?—Yes.

71,161. "Do you hold any land"?—No, not any, but I am owner of a good mare and a few sheep. I have tried for a piece of land many times, but I cannot get it at a reasonable rent and I do not believe in paying much more than the value.

71,162. "Have you any experience of agricultural matters"?—I was at home as a farmer till I was 17 years of age.

71,163. These are not my questions. They are sent up by Mr. Owen Wynne?—Quite so, and I beg to answer them as near as I can. I consider I am well acquainted with agriculture.

71,164. "All these papers and letters you have produced were given to you to bring forward, were they not"?—Yes.

71,165. And you have no personal knowledge of the facts?—I have personal knowledge of the facts respecting my brothers that I mentioned first of all. In fact I went all the way to Stafford with my brother twice, and in fact I met my brother at his own farm also, because he could not speak English very well. If there is anything further my brothers possibly may be here to-day. They will be in Newtown tomorrow if you would like to ask anything further.

Mr. Grove.

71,166. Do you think that many tenant farmers are afraid to come here to give evidence?—I do.

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Mr. J. GRANT.

[Continued.]

Mr. Grove—continued.

71,167. Have you had any conversation with any one?—I have.

71,168. And they have said that to you?—Well, I will not name them exactly.

71,169. Oh, I do not want names?—No. They are afraid really. My brothers asked me

Mr. Grove—continued.

some time ago would I go on their behalf; other friends again feel inclined, but they are afraid really to come forward.

71,170. That is enough. I do not want you to enter into any details at all?—No. Re-examined 71,185.

The witness withdrew.

Mr. JAMES GRANT called and examined.

Professor Rhys.

See 71,065
-71,089
and evidence
of next
witness.

71,171. What are you?—I am a land agent at Llandiloos and I am agent for this Penrallt farm. The owners are the trustees of Mrs. Levett, Lichfield, who advanced money on it some years ago. Mr. David Evans became tenant at Lady Day 1890, at the rent of 74*l.* not 94*l.* as stated by Mr. Evans.

71,172. He mentioned 94*l.* with 20*l.* abatement spent in manure?—74*l.* was the rent subject to an allowance of 20*l.* the first year, 10*l.* the second, and 10*l.* the third year for extra manure.

71,173. Then the rent started at 74*l.* with an allowance?—74*l.* with an allowance.

71,174. He says it was 94*l.* with an allowance of 20*l.* a year. You say that is wrong?—Yes, that is wrong.

71,175. Have you anything else to say?—At Michaelmas, 1892, Mr. Evans gave notice to terminate the tenancy at Lady Day 1893.

71,176. Which Evans was this?—David Evans, the tenant. He gave the notice to me personally and said he did not want to leave if he could get his rent reduced to 60*l.* I pointed out to him that the rent had been reduced some time previous, and I was not prepared to advise a further reduction and I felt sure I could let the farm at the rent he paid. He further stated that his wife did not care for farming, and that he would prefer having a sheep farm without arable land, such as he had always been accustomed to, or a public house with some land attached to it, but if he could get Penrallt reduced, he would keep it on. At any rate he must do so until he got a more suitable place and asked me to try and obtain a sheep farm for him. I explained that I was in no hurry to let Penrallt, and asked him to reconsider his decision and allowed him two months to withdraw the notice. About the end of November he made it known that he had given notice, and in a few days after I had three or four applications for the farm. I gave the applicants permission to inspect the farm and promised Mr. Breeze the first chance. When Mr. Evans found that some of them were willing to take it he came and offered 70*l.*, which I declined.

71,177. Does Mr. Breeze pay that now?—He pays 74*l.* now, and is perfectly satisfied.

Professor Rhys—continued.

71,178. So that when Mr. Evans states that in his opinion it was let at a lower rent, he is wrong?—He is incorrect.

71,179. Now have you the letters that he has referred to?—Yes, there are the letters. [Handing same.]

Mr. Grove.

71,179*a.* I will read the letters—
“Llandiloos, Montgomeryshire, January 21st 1893. Dear Sir, I have received your letter of the 20th instant, and in reply would beg to say, I have never implied in any way that you have done anything wrong at Penrallt. I have no complaint to make against you whatever and have never done so. You, however, gave the farm up, saying that your rent was too much, in this I could not agree with you, but asked you to let me know what offer you could make and I would submit it to Mr. Levett. I did so, and Mr. Levett authorised me to decline your offer, and to let the farm to someone else, failing which we might take it in hand, and see what can be done with it. You subsequently came and offered me 70*l.* per annum, which is practically the old rent, and if you could manage to pay 70*l.* or 74*l.* for it, why did you come and offer 60*l.*? It has been common talk that you were dissatisfied, and in fact have been on the look out for a public house or something else. If this is so, the result will be that if we let you go on, you will simply remain at Penrallt until you find something that will suit you better, which will probably be next year, and in such a case it is not to be expected that you will farm the place as it ought to be. I am communicating the contents of your letter of yesterday to the landlord and will write you again, so soon as I hear from him. Yours truly James Grant. Mr. David Evans, Penrallt Farm, Llandiloos.”

(2.) “Llandiloos, Montgomeryshire, January 30th, 1893. Dear Sir, I am in receipt of your letter of the 28th instant; when I wrote you on the 21st instant, I then told you I would submit your letter to your landlord, and would write you again when I heard from him. I only had his reply on Saturday morning, so that no undue delay has taken place in writing you. The

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Mr. R. EVANS.

[Continued.]

Mr. Grove—continued.

landlord has decided not to plant the land this year and he has not given us any instructions to let the farm to you. You must therefore please consider your tenancy at an end. I really fail to understand that I have treated you in any way badly in the matter. I had no objection whatever to your applying for a reduction in rent and it would not effect me one way or another if the landlord reduced your rent to what you asked—but when I had three applications from men who know the place and would give the rent it was my duty to tell the landlord so. The conclusion he came to, and a very natural one, was that you had no cause for complaint, and that you were probably trying to treat him as the old tenant did. A rumour is in circulation that I am wanting the farm for myself. Let me tell you once for all I have no intention of taking it, and it is indifferent to me who becomes tenant. So far as I am personally concerned I only hope that whoever gets it will prove as good a neighbour as you have been. With regard to the fodder referred to by you it must be dealt with according to the

Mr. Grove—continued.

clause in the agreement, and this I have not time to-day to look up. The fodder, however, if I remember rightly has to be consumed on the premises. Yours truly, James Grant. Mr. David Evans, Penrallt Farm, Llanidloes."

Professor Rhys.

71,180. Have you anything further to say?—Then he said he feared that he might be thrown out; but he had another farm at the time: he had a farm at Llanidloes. He had it the whole of the time.

71,181. Was there a house on the other farm he had?—There was not.

71,182. Then we understand the position to be this, that he wanted to get a reduction in the rent, and he gave notice?—Yes.

71,183. You simply took him at his word and yet you extended the time?—Yes, to give him time to reconsider his decision.

71,184. Do you consider that you really acted with consideration towards him?—I consider I did.

The witness withdrew.

Mr. RICHARD EVANS recalled and further examined.

Professor Rhys.

71,185. Now, have you anything to add? You must keep yourself strictly to rebutting what the last witness said?—My brother complained that Mr. Grant did not give him a second chance—did not give him these two months to consider, but went and offered it to other parties.

Professor Rhys.

Then it comes to contradictory statements which we cannot decide.

Mr. Grove.

71,185a. But Mr. Grant says this: He says that your brother told his neighbours that he was going to leave it; therefore it got out through your brother, and then other people began to apply for the farm?—I quite agree with that, but he goes and accepts another party and refuses my brother, as the sitting tenant, after expending so much money on the farm, that is my complaint. Mr. Grant himself advocates unity. Is that the way he is going to get unity? I do not believe that the unity will come in that direction. My

Mr. Grove—continued.

brother will appear here, if necessary, personally to-morrow.

Professor Rhys.

71,186. Suppose he comes to-morrow what can he say?—Nothing further than what I have said but it is simply to show how the sitting tenants are treated and by one of the most respectable agents in the neighbourhood.

71,187. Have you anything more to say?—I should like Mr. Grant to show the correspondence with his landlord. That is what I asked for first of all—the letters to the landlord on his behalf, but it is not very material.

71,188. I do not know that we could ask him to show us the correspondence between him and the master who employs him. That would be getting a little too inquisitorial I am afraid. It is possible that he would object, but I do not think that we can ask it?—My brother objects that he never put his case before the landlord. I asked Mr. Grant for the letter yesterday. He promised to him that he would ask the landlord to meet him a little in the rent. I wish Mr. Grant to show that, that is all.

Re-examined
71,204.

The witness withdrew.

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Col. G. DREW.

Col. GEORGE DREW called and examined.

Professor Rhys.

71,189. What is it you wish to say?—With regard to the Tanrallt farm, J. Owen, that occurred before my time, before the present Col. Verney came into possession of the estate and I know nothing about it.

See 71,135.

71,190. When did the present Col. Lloyd-Verney come into possession?—About seven years ago I think. With regard to Mrs. Rice of Brynhyfrid farm or Penybank, when I was up there in the summer Mrs. Rice complained to me of the rent being too high. I suggested that Mr. Swettenham should act as valuer. She agreed. Mr. Swettenham made his valuation. I sent it to her, or a copy of it, or told her what it was, I forget which. She said it was too high. That was between October and November. She then said she must have another valuer. I said "You must pay for him then, because you have already accepted Mr. Swettenham's valuation" and now because he says the farm is higher than you wish you want to have a man of your own. If you have him you must pay for him." Which is reasonable?

71,191. You did not object to another valuer?—Certainly not, only I said I would not accept his valuation. Of course, I could not accept a stranger's valuation without consideration. I did not know who the valuer was.

Mr. Grove.

71,192. You say that Mrs. Rice had accepted Mr. Swettenham as valuer?—Yes.

71,193. In what way; was it by letter?—Verbally.

71,194. Nothing beyond that?—No, verbally.

71,195. She agreed with you that Mr. Swettenham should be called in as between the two parties?—Yes.

71,196. It is not usual to make a verbal arrangement of that sort, is it?—Oh, it is, very much; because it expedites matters very much.

71,197. Still, is not it usual to get half a sheet of note paper and write it down, because a valuation, after all, is a serious thing for the tenant who has to get his living by farming and one would have liked to have seen some sort of written evidence that she had agreed to this.

Mr. Grove—continued.

You see the point?—I quite follow, but there is no doubt she will admit it.

Professor Rhys.

71,198. Are you quite sure that there was not a little misunderstanding—that she did not understand you, or you did not understand her?—Not on my part certainly, because the request for another valuer did not come from her until Mr. Swettenham's valuation was known to her.

71,199. May I ask, on this point, what is your usual practice. Suppose there was a misunderstanding in this case, which I understand you do not admit?—I do not admit it.

71,200. What is the usual practice on the estate with regard to valuations?—If they wish their rent reduced, I say "Have your farm valued; if you have Mr. Swettenham's valuation, well and good, or if you like you can have another valuer of your own, but if they disagree you must appoint an arbitrator," and in that case half the expense has to be borne by the tenant.

71,201. And that is understood on the estate?—That is understood. With regard to David Rees, blacksmith, what occurred about that was this. Soon after Col. Verney came into possession he found that David Rees was a very old man and incompetent. He is no good as a blacksmith; he is worn out.

71,202. He is a man of 70 or 80 or thereabouts?—Yes, and there was a very good opportunity for a good blacksmith in the village which would be of advantage to all the farmers. He suggested to David Rees that he should sell his business. David Rees found a man and the upshot of it was that Col. Verney said the new man would have to pay an increased rent, because the place was of more value than it was 40 years ago when Rees took it, and the man I believe (I will not say this for certain) tacitly agreed to that, but when it came to the valuation of the stock, plant and materials, Rees asked, I believe, 50% or 60%, which Morris, the man who was about to take it, said was a great deal in excess of its value, and he declined it. That is my recollection.

71,203. Have you anything else to rebut?—No, those are the only two cases.

The witness withdrew.

Mr. RICHARD EVANS recalled and further examined.

Professor Rhys.

71,204. Have you anything else to say?—Gentlemen, these two letters that I have will prove the case of both agreeing to two valuers. I mean the two letters that you have in your possession will prove my case that Mrs. Rice was to have a valuer and Col. Verney was to have a valuer. Mrs. Rice went to Rhayader three times and engaged her valuer and paid

Professor Rhys—continued.

him, but afterwards Col. Drew, or Col. Verney wrote that letter withdrawing the agreement. That is the very strongest thing I have, because Col. Verney states in the long article I have handed in, that the valuation is done by both sides equally in that manner, which I beg to contradict most strongly.

See 71,
and 75,
-75,590.

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Mr. R. EVANS.

[Continued.]

Colonel *Drew*. I admit that this is my letter, but this was written after Mr. Swettenham's valuation had gone in.

Mr. *Grove*.

71,205. What Col. *Drew* says is that after the valuation was known to this lady she altered her position with regard to the valuer?—Well, in

Mr. *Grove*—continued.

fact he has withdrawn his promise that he had agreed to. He said in that letter that he would have two valuers, and of course Col. Verney makes it known all through the country that he is willing to have two valuers, which he is not. About David Rees, I should like to say that both men agreed to the price of the stock. The only objection was as to the raising of the rent.

The witness withdrew.

Adjourned.

Re-
examined
75,541.

15 September 1894.]

MR. T. HALFORD.

EIGHTIETH DAY.

Victoria Hall, Newtown, Montgomeryshire, Saturday, 15th September 1894.

PRESENT :

LORD CARRINGTON, G.C.M.G. (CHAIRMAN).

Sir JOHN TALBOT DILLWYN LLEWELYN, Bart.
 Mr. DAVID BRYNMOR JONES, Q.C., M.P.
 Professor RHYS, M.A., LL.D.

Mr. JOHN MORGAN GRIFFITHS.
 Mr. EDWIN GROVE.
 Mr. RICHARD JONES.

Mr. D. LLEUFER THOMAS, Secretary
 Mr. CECIL E. OWEN, Assistant Secretary.

Mr. THOMAS HALFORD called and examined.

Sir John Llewelyn.

71,206. You are Mr. Thomas Halford, and you have a statement to make to us?—Yes.

71,207. Will you kindly let us hear what it is?—I have been engaged in matters touching land since 1840 as a land surveyor, agent, valuer, auctioneer, and farmer. I am the person appointed by Government to estimate the produce per acre annually for a district around here of 40 miles by 35, or 43 parishes, the total acreage being 100,503, have assisted in the survey and making the tithe commutation plan of many parishes and making valuations for our Board of Guardians and for other clients. I have resided within four miles of Newtown, Montgomeryshire, since 1840.

On September 15th I sent to your Secretary a press copy of answers to the Heads of Enquiry issued by your Commission for the guidance of parties about to give evidence, but having since closely followed the evidence given as shown in the Press, I now think better first to give a few facts within my own knowledge and power of proof, which facts are hardships which have arisen, or may arise at any time, from bad agreements, or from no agreements at all; from the want of proper security both to landlord and tenant; and where more liberal relations existing between them have caused the greatest benefit to both in every possible way.

Before going into these facts I may state that I quite agree as to the causes of depression in agriculture which have been given over and over again both before your Commission and the English Commission, the principal ones being foreign competition; heavy local burdens on land, such as poor, highway, county, and school rates; vexatious and old fashioned agreements in the tenure of land; the disproportionate and slow reductions of rents or allowances at times of low prices as against the rapid raising of

Sir John Llewelyn—continued.

high rents about 20 years ago, or at times of high prices.

I am prepared to give evidence generally for a radius of, say, 10 to 15 miles around here, more particularly for the adjoining parish of Kerry, where I resided over 20 years as pupil and assistant to a land surveyor and agent, and afterwards as a farmer, and since in this adjoining parish over 30 years. From business engagements in Kerry, and from shooting, coursing, fishing, and hunting, I think I have been in almost every field in it. It is a typical English parish, excepting its 15 miles of range of hill adjoining Shropshire and South Wales, running E. and W. The hill land is about 1,100 feet above the lowest land, or 1,350 above sea level; it contains 22,000 acres and is 15 miles long. It is one of the most important parishes in the county, independent of its size; its "Kerry Hill sheep" for breeding early lambs for the butcher and for superior mutton were known long ere the Ewe Fair of September 16th was established 52 years ago; these ewes make in price half as much again as any other breed I know in a size and keep comparison. I once heard Professor Simons of the Veterinary College, London, say that he could make more money on his bit of land at Harrow by Clun Forest ewes—that adjoins Kerry and they are precisely the same—put to a Shropshire Down than from any other process of sheep farming.

The eastern and most favoured part of the parish is almost entirely owned by two gentlemen, one having 6,000 and the other 3,000 acres; all over these estates new and first-class buildings have been erected, wet land drained, and in many instances water power has been brought to the buildings for thrashing, and other barn work, and driving machinery for preparing food for stock. Some of the very best Hereford cattle are bred here, but as the land is not good enough to finish them off they

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Mr. T. HALFORD.

[Continued.]

Sir John Llewelyn—continued.

are bought by Leicester and Northampton graziers for that purpose. One herd, a very large one, has been on the same estate a century or more, and so has its owner and family, notwithstanding the estate has been sold twice in 35 years. Kerry produces first-class cart horses; last year "Vulcan," hired at the unprecedented sum of 1,000*l.* for one season only, stood in Kerry parish so many days a week for the service of the subscribers. Superior hacks and hunters were bred here 50 years ago, in fact this part of the county with Shropshire was celebrated for them; now there are none bred as breeding is an uncertainty, and railways and improvement in the roads have rendered the means of communication comparatively easy. Now most farmers have a market cart and drive to market. Fifty years ago there was only one four-wheel and five gigs in the parish, the farmer riding a well-bred brood mare or young horse to market, often carrying wife or daughter behind. Kerry Hill ponies are still bred, which, when in condition, are as beautiful as a thoroughbred; they are much improved and sell at three times the price of 50 years ago. The climate of Kerry is bad, the rainfall is double that of the Midlands and thrice that of the eastern counties, therefore the sowing and harvest are proportionally late, often three weeks. The soil is principally a light gravelly loam resting upon clay slate, and by no means naturally very good. The upper half of the parish has not the advantages of the eastern half in conformation, soil, climate, or improvements. One estate of 4,447 acres has, in the last 45 years, dating from its release from Chancery, where it had previously been for 20 years, changed hands eight times, and has recently been sold; thus this property and the tenantry have had a bad time of it. The only other property of any extent, say 1,000 acres, in the parish, that has not changed hands in 60 years, and is now in the family it was then, is the highest land in the parish, cultivated and uncultivated, the owner keeping it in thorough order and meeting his tenantry in every way he can. Kerry has been fortunate in having some very liberal and rich landowners with the will to spend.

Kerry has its history. Two bishops fought for the living, and it produced that unfortunate crop of timber that built the "Alabama."

As to relief, a tenant at present can only expect it by his landlord reducing his rent, or taking upon himself some of the local burdens now borne by the tenant; but from the inheritors of encumbered estates, and there are plenty of them, little or no allowance can be expected; even an allowance of 10 per cent. only can be very ill afforded; it was always more a matter of sympathy and good feeling than utility. In many instances on poor and heavy land where rents are fast approaching, and many have reached, the vanishing point, where wheat land cannot be cultivated at a profit, even if rent free, in such cases the only

Sir John Llewelyn—continued.

relief I can think of is by letting personal property bear a fair share of local taxation, now that it is quite clear that land can no longer do so. This ought to have taken place on the abolition of the duties on corn. Any other relief can but touch the fringe of present depression. Relief, to be effectual, must be great and immediate. Some relief and benefit would arise from tenants being allowed almost perfect freedom of cultivation and sale of produce, and to certain compensation for unexhausted manures, &c., and unquestionable improvements in cultivation, during their tenancy; such security is necessary for good farming. Compensation for any deterioration by neglect or mismanagement should be most rigidly secured to the landlord. "High farming" used to be cried up as the panacea for any short-comings in profits on land. On heavy and poor and even middling land the cry is now, "Spend least lose least."

Wheat cannot be grown here, excepting at 25 per cent. loss on the cultivation; fortunately we can grow something else, if our agreements do not bar us, our soil being light enough for almost any substitute; still we lose the crop that was the sheet anchor of the profits arising from arable land in previous years. I know a farm of 500 acres in this district only, growing 5 acres of wheat, and this principally for straw to thatch, &c.; and all farmers grow as little as possible.

As to the facts I promised to state:—Some years ago a young man took a farm of 135 acres, and 80 acres of sheep walk, on a verbal agreement, as was customary on this estate, at the same time stipulating for an almost entirely new set of farm buildings, to be completed by the following Michaelmas, and that all land that required draining should be drained as soon as possible. There was no mention of increased rent, or interest upon outlay for the said improvements, as during the landlord's possession of this estate for 15 years none had been imposed, though great improvements had taken place. Soon after the tenant's entry he became aware that there was no clause in the contract, or specification, for the cartage of materials for the new buildings, and thinking he might be expected to do it, he at once saw the agent, when after much fencing as to who was to do it, the tenant said he would do one or two days a week with five horses, during the erection of the building, but if the agent expected him to do it all, or even most of it, he preferred giving up the farm at once, as he could not do justice to it. This declaration brought about the ill-will of the agent, and it was never forgotten or forgiven in after years. It was some years before the buildings were completed, when the tenant received a "notice to quit" by the open hand of a country postman, without a line or word of explanation from the agent. The tenant, on asking the agent the object of the notice, replied, the landlord had spent 800*l.* upon the buildings, and thought that he was entitled to more rent, and that it would be raised from 204*l.* to 210*l.* The tenant at once indignantly said, "It is

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"ridiculous to try to make that the ostensible reason for a notice, there must be some other reason," when the agent added, "and to sign an agreement." The tenant had spent a large sum in five years in getting the farm in order, and told the agent so, and that he would not sign, but would personally appeal to his landlord. The tenant, having been on more than one occasion highly complimented by his landlord upon the management of his farm, and having every confidence in his honour and integrity, knew he could rely upon his protection. The effect of this agreement was to attain complete power over the tenant. The agent had placed the landlord in a false and very disagreeable position; for, on the tenant stating the case, the landlord said, "I must ask you to sign the agreement. Farm as you do now without reference to it, and I will never take advantage of it or you, and I will take care that no one else does." Without another word the tenant said he would, provided a personally offensive clause was expunged, which was done.

Six years after this the tenant, who, during his occupation of 11 years did no permanent improvement, but ploughed every arable field that could be done 12 inches deep for its improvement, though at a temporary loss, stacking up large boulders, afterwards cultivating thoroughly, manuring heavily, consuming largely cake and corn, and applying liberally artificial manures, and renovating grass seeds to meadow land, and getting into order seven miles of fencing.

The landlord on being asked by the tenant if he would release him from his taking and allow him to find an approved successor who would pay the tenant some compensation for the high state of cultivation of the land and his unpreparedness for leaving, replied without hesitation, "I am sorry to part with you, but get a man who is likely to be satisfactory to me, and with whom you can make fair terms for yourself, and I will accept him. If you fail to do so stay on until you can."

71,208. Was this prior to the date of the Agricultural Holdings Act or not?—Yes. Four good men immediately offered from 250*l.* to 330*l.* (or 310*l.* net) for the goodwill, &c. The landlord being a non-resident, and not knowing any of the applicants, had to be guided by his agent, with whom the tenant was not on good terms. The agent recommended the applicant at 250*l.*, who on learning this fact immediately ran in to 200*l.*, which the tenant, being very anxious to leave, accepted, though much regretting he could not get in the 310*l.* applicant, who was at the time a better man than the accepted one, who was untried at farming. The off-going tenant's share of wheat was included in the bargain, but as it was a small quantity, and being a bad season much of the wheat in the neighbourhood having to be sown twice and sown thrice it was of merely nominal value. The off-going tenant sold hay to the amount of 142*l.*, which added to the premium makes 342*l.*,

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and if he could have had the highest offer it would have been 442*l.*

Another instance I know of was a tenant who, on quitting a farm held under a verbal agreement, his landlord allowed him all he claimed as allowances, such, among others, was for Sutton's permanent pasture seed for nine or 10 acres at 35*s.* an acre, simply on the tenant's statement, that the landlord's deceased predecessor had promised to pay for the seed if the field was not ploughed up on the tenant quitting. This field had been laid down 10 years, and the tenant would have got nothing by custom, and he had no agreement. I may add, this farm was left in good condition and perfectly clean. Thus the tenant in the first case quoted, through the fair and honourable treatment and protection of his landlord, retained and left this farm in such condition that premiums were offered, instead of the landlord having to find a tenant after much trouble, and at the cost of allowances for two or three years, which oftener than not was the rule rather than the exception, on disappointed tenants quitting their holdings on the same estate. A one-tenth per cent. of these allowances, repairs, &c. would often have retained a good old tenant. Why cannot such cases as the first be indefinitely multiplied? But let there be a proper agreement, for supposing the landlord had died suddenly the tenant might have repeated the unwitnessed and verbal promises made by his landlord to him, to the representatives of the deceased, who almost certainly would be city business men, and whose reply would probably have been, "We are in duty bound to refuse any allowance or licence in the face of the agreement signed by yourself which we hold, and but for the perfect condition and cultivation of your farm we should have claimed a very large sum for breach of contract—"

71,209. In addition to the case of hardship that you have been naming just now perhaps it would be convenient if you would tell us the name of the landlord and the farm. On which estate was it, and who was the agent, and the tenant and the landlord?—In my first letter to the Commission last year I said I should like to put in documents to prove it. I do not wish to mention the name at all. They are signed documents by the agent and the tenant.

71,210. I do not wish you to name him if you prefer not?—No, and for this reason—

71,211. You would rather not?—I prefer not because the parties are dead, and again this man has been in very close relations with some of the parties who are dead, that is my only reason.

71,212. You have already told us it is a long time ago, before the passing of the Agricultural Holdings Act?—Yes. "And but for the perfect condition and cultivation of your farm we should have claimed a very large sum for breach of contract, in the sale of hay, non-usage of lime in preparing for wheat sowing; for ploughing up clover that had been down more than three years, and for other breaches

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" of agreement for six years previously, and you " may think yourself fortunate in being in such " hands as ours." A sharp valuer could easily have made a plausible looking valuation amounting to considerably more than what the tenant did receive as compensation. What chance of success would a tenant farmer have of fighting such a case as this against the trustees of a millionaire—

71,213. What was the date to which you are now alluding; was it before the Agricultural Holdings Act?—Yes. You will get something else about it by-and-bye—had the agreement in writing been put in force instead of the verbal one? Such a course would have been absolute ruin to the tenant. A case of this kind might easily happen now as when it did; the law is the same.

Then this is another case. It is far away enough from here, but I have not seen it quoted in the papers. A man took a farm at Ynyslas, between Machynlleth and Aberystwyth, under a bad agreement, or one not properly understood and carried out. The tenant brought an action against the owners for breach of contract.

71,214. Was this before the passing of the Agricultural Holdings Act?—Yes, before.

71,215. You see the drift of my questions—I mean to say there has been legislation protecting the tenants?—Yes, since there has been.

71,216. Whether they took advantage of it or not is another thing altogether. You tell me this case was before the Agricultural Holdings Act?—Yes, this was before. The tenant brought an action against the owners for breach of contract, when it was referred to arbitration; there were almost interminable meetings at places from Borth to Cardiff and Welshpool of all witnesses and others concerned, for the space of two years, when the case fell through without coming to an end.

71,217. It was the subject of litigation, was it?—Yes. 14,000*l.* had been spent, and the daily costs had to be deposited or guaranteed each morning before proceedings commenced, and sad to say, ended by the tenant, or plaintiff, and his wife dying ruined and broken-hearted. I think no verdict was ever given. The longest stayer was bound to win if the case could be prolonged sufficiently, as it was the defendant's hundreds of thousands of pounds against the plaintiff's units of the same.

Now I come a little nearer home. I do not wish to mention names particularly, but here are the documents which give you the names. In 1875 a man took a farm close to this town under a 10 years' repairing lease, the owner promising to put the buildings in repair, which he did not do. On the tenant leaving the owner put in a claim for 339*l.* 5*s.* 8*d.* for dilapidations and breach of contract. The judge of assize, as so often happens, got the case referred to a practical farmer, who, although some of the repairs had been done by the landlord as promised, could not go behind the written agreement, and had to give damages. But the arbitrator awarded each party to pay his own

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costs in the arbitration, which helped to bring about "the proverbial oyster case" the winner being nothing in, if he was not out of pocket. The tenant told me the case cost him 500*l.*, and this for something he had said or done, at which umbrage was taken, but of which he knew nothing. How many farmers at 120*l.* rent could have met this? This man was a good farmer, his crops last season were among the best I saw within a radius of five miles. I have known the farm he left for fifty years, and never knew it in better order than when he left it. I was a witness in the case.

Somewhat similar cases as to notices to quit as shown in the first case herein, happened to friends of mine, one after the tenant had been on a farm just sufficient time to get it into high condition—

71,218. In what year was this fresh case?—Oh, long before the Act—after doing very costly permanent improvements for which he could recover nothing on leaving, he, with others, received a notice, as there was to be a valuation of the property; and a few years after on its being sold an agreement was put to him so objectionable that he declared he would never sign it, and he never did, but the agent ever remembered his refusal to do so.

Notices at all irritating, however trifling the purpose for which they may have been served, tend to make a tenant uneasy, and once this feeling is engendered, he does no further good on his farm, and the sooner the better for both himself and the owner he leaves it. I may state the agreements were of the old, one-sided, arbitrary order.

Hardships arise and much inconvenience when by the appointment of men without special training, and perhaps from some entirely opposite occupation, knowing nothing of the work, and who cannot form a correct judgment as to the meeting of the various and many requirements of a tenantry, or the just demands of an estate; men who have not had sufficient practice and experience to be fair judges of land and its management, who have never farmed an acre of land, and who have never seen anything beyond the routine of an office in London or some large town, and who are not in touch with country life, and are quite unacquainted with the manners and customs of the inhabitants. Men who on making representations between landlord and tenant, can, and sometimes do, by the addition, omission, or by laying stress even upon a single word, wittingly or otherwise, render any tenant's application fatal. Where agents are residential on large estates at a full fixed salary, and whose services are confined to it, it is better for the tenantry, than where agents manage numerous small properties; in the latter case rents got up to abnormally high rates, prior to the present depression, and were, after it set in, attempted to be kept up, causing farms to fall into hand, to be farmed by the owners at a loss until they were tired, and then to be let for what they would fetch. This state of things

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was pretty well exemplified by the advertisements of farms 10 or 15 years ago.

Of late years some agents have made attempts to improve the agreements for the tenants, but they invariably adhere too closely to the line of old agreements, and generally end by little more than increasing the length of them. Agents in this district are, as a rule, fully as honourable and well qualified as in most parts. If they would sometimes look at things from a tenant's standpoint as well as a landlord's, it would be better all round. The latter properly and naturally claims first consideration, and in too many instances receives all. Here is a specimen to show the proportion of the landlord's clauses to the tenant's. I have coloured them in pink and yellow.

71,219. Colour indicates quantity; I do not know what the colour may be?—Well, you see the only clause in favour of the tenant was that the landlord had to find materials for all principal repairs of buildings. Here is another one which I have coloured in the same way and there is about the same proportion—77 to 1—44 to 1.

Occupation.—Hardships arise. To a landlord by a tenant not complying with his agreement, or in the absence of one, with the custom of the country. To tenants who perhaps may be somewhat illiterate, or not business men in such matters, signing arbitrary and penal agreements of antiquated form, and which ought to be obsolete. The tenant sometimes stipulates for some repairs, and is often met with such a reply as, "Oh, yes! certainly, we always do these." He may also have a verbal promise of some improvements, but these promises are rarely inserted in the agreements, and are not too often performed. These agreements are very seldom carried out, or intended to be, but are held as weapons of punishment, and sometimes of torture, over a tenant, and are occasionally, but happily rarely, cruelly used for the "pound of flesh" by a vindictive landlord or agent, who has taken offence at a tenant for a matter which may have been in no way his fault, or from some other petty cause.

As to landlords resuming any part of a taking. It is seldom liked by a tenant; formal notices are rarely given, and often none at all. On the railway coming here, some landlords received high prices for the land taken, but told their tenants that the advantages they would derive from it would, by the enhanced prices they would get for their produce, more than compensate for the loss of the land so taken; the increased cost of cultivation, through severance, and difficulties of access to fields, which would be principally by level crossings, at all times objectionable, and often by loss of time, were made no allowance for. My landlord allowed my predecessor, and continued the allowance to me, 5 per cent. on 600*l.* he received for six acres of land; this was fair, as the farm was much injured and cut up.

Agreements.—Land held under, or by the custom of the country in the absence of the former, are oppressive in such clauses as the

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enforced use of lime, where manure is wanted; where land is clover-sick under the four-course system, and it fails to come up, the tenant dare not sow a substitute, nor must he plough a field of clover that has been laid down three years or more, nor sow more than a certain number of acres of wheat, and last, but not least, he must leave all buildings in repair although no man living has ever seen them so. Heavy penalties are attached to any breach of these clauses. I once saw an old agreement in which was a stipulation for a tenant to do some carting of coal for his landlord, to present him with a fat goose at Michaelmas, a turkey at Christmas, and to keep a pointer dog and a game cock.

Landlord and Tenant.—Relations are most friendly where the landlord lets a farm at a fair rent and under a fair agreement, and who has some acquaintance with country life; who has not only the will but also the power of meeting a tenant on equitable terms in necessary improvements, so that the tenant may keep pace with the times, and the constantly growing necessity of keeping up to them, and who in times of depression, such as these, can afford to make substantial allowances to deserving tenants, who without these cannot retain their farms, and who otherwise would have nothing but ruin to face. Landlords who do not allow a tenant's interest to be overridden, for instance, by the excessive preservation of game, with the shooting perhaps let, or for the sake of a few days of wholesale slaughter, and the aggravating sight to the tenant who has reared it or partially so, of seeing the cart probably conveying the massacred to the dealers the day after. I think no tenant would, or should, object to a fair head of game, enough to afford sufficient sport to induce a landlord to go over his property occasionally, or even often, and I am sure a tenant would rather it should be so, than have one who was an absentee, who had never, perhaps, seen his farm, or his tenant, or one whose principal ideas as to it were rent, and an annual *battue* of two days or so. Fortunately we have little to complain of in excessive game preservation around here. Quite as good a feeling as now, existed between landlord and tenant as to game when there was one, and sometimes two, packs of harriers in each parish, and a pack of fox-hounds in the county. These have given place to a desire for a greater head of game. Now a tenant farmer has no chance of making a likely colt into a hunter running up to three figures.

71,220. I think earlier in your evidence you said that three times as much was obtainable for those mountain ponies as three years ago?—That is quite a special thing; there is not 1 tenant in 50 who does keep them.

71,221. I want to know whether the observation which fell from you before applied to this class of horse?—Certainly not; I must state this, that Kerry used to turn out some very good hunters, but there is not a mare fit to breed a hunter or anything in the shape of a first class hack now—breeding has died out.

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A country gentleman will have sport, and every means ought to be taken to keep them from going from home for it, if they will be satisfied with a moderate quantity, or any quantity upon fair terms. I think feathered game does very little harm, landlord absenteeism is bad for a tenantry and the country. The landlords in this district are as good as, while the improvements on some estates are beyond, any I know, and the farming has improved in the same ratio as the improvements on these estates in the past 50 years.

Land Court.—This would benefit the lawyers only. It would still further depreciate the value of the land. Who would purchase, for others to fix the rent and say how the property was to be managed? It would do away with any good feeling so necessary between landlord and tenant. Surely the landlord and tenant are generally of sufficient intelligence to make terms without the intervention of a third party, particularly as to rent and game,—if the latter takes a farm at too high a rent, or overrun with game, why is a court of questionable usefulness to be instituted for the protection of those who will not protect themselves, as they would do in the ordinary transactions of life? Legislative assistance, which is not likely to be too liberal to the landlord interests, is needed to balance the inequality of burdens so unequal between real and personal property, and to enlarge and make a more consistent Agricultural Holdings Act, which should take the place of the one-sided agreements of the past 50 years. I really think a land court would be a curse to landlord and tenant equally.

Objections to Agreements—Lime.—Objectionable to being bound down to use, say, 30 bushels in preparation for sowing wheat. It is not a manure, but its application brings into activity any manure or inert matter that is food for plants.

Cropping.—Some, indeed most, agreements demand a four-course system, under which, if carried out, a tenant would be penalised if he ploughed a field on which in due course clover had been sown, but which from its frequency in clover, the land had become clover-sick and completely failed; the tenant ought to be allowed to sow peas, vetches, spring beans, &c., but he is not.

Clover or Permanent Pastures.—By many agreements a tenant cannot plough up a field that has been in clover, or laid down more than three years, although he laid it down at his own expense. If the tenant has succeeded in obtaining a good pasture, and a likelihood of it standing (a very difficult thing to do) and the landlord elects that such a field shall not again be broken up, let him pay the tenant such a sum awarded by a valuer that shall cover the cost and risk of doing so. Many landlords and tenants would be glad to lay down land, but for the risk of failure. No "tenant at will" can be expected to do it; to do it properly is very expensive; no one short of a lunatic would do it unless certain of compensation on leaving. At the

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present price of corn and labour the farm with least arable land will be easiest let. The old saw says:—

"To break a pasture makes a man,
"To make a pasture breaks a man."

Buildings.—If the buildings are really to be kept in repair by the tenant, the landlord should be equally bound in a written agreement to put them in such repair as the tenant is bound to keep and leave them. When this has been done let an inspector be appointed by landlord and tenant jointly to survey them and give a report to each party. Let the same inspector (if possible) survey them and report every three years or so, and let no tenant be liable for any dilapidations beyond that time. Better, and cheaper in the end, if the landlord did the repairs and let accordingly, unless he granted a lease with good security—few care for a lease. Let the farm be inspected and reported upon, and under the same conditions, as to tenant's unexhausted improvements and dilapidations (if any) for the landlord.

Inspectors and Arbitrators.—Could not a dozen practical men, say three landowners, three land agents, and six tenant farmers, or proportionally more, nominate as many for a district, or for the county as may be required, to decide all claims for breaches of agreements, if the landlord and tenant fail to agree.

71,222. For a district?—For a district take it. Rents being sustained as well as they are arises from increase in population, and the fact that few farmers can change their occupation and therefore stick to it till, in many instances, they are utterly ruined. Farming around here has much deteriorated in the last decade.

71,223. Deteriorated?—Yes, in the last decade, and is still on the down grade. Many a good man has been for some time, and is still, meeting his liabilities partly out of capital, in the so far vain hope of times mending; to mention this would damage his credit. Of course this cannot continue indefinitely. Who is to blame for rents being so high as they are in many instances? Certainly not the landlords. Let a reputedly cheap farm, or an unusually useful one, or one in high condition be to let; the rush of applicants is as great as or greater than ever I have known in 55 years, particularly in the last case as where a farm is let in high condition.

School Board Rate.—When this was first levied, a farmer paying a rent of 300*l.* a year was assessed at 6*d.* in the £ to 7*l.* 10*s.*, while a professional man making 1,200*l.* a year and living in a 40*l.* house was assessed at 1*l.* The commissioners of taxes assume that a farmer makes half his rent as profit. How often does he? For many years he may have lost it. This tax ought to have been paid and allowed as is property tax on holdings, *i.e.*, paid by tenant and deducted from the rent by him. Indirectly, on the first change of tenant after it came into operation it fell upon the landlord.

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A man taking a farm looks at the rates as much as the rent, or ought to do so. One landlord near here on the School Bill passing saw the injustice of the tax falling upon his sitting tenantry, at once volunteered to take it upon himself, and did so. Farmers have to pay towards these schools to educate children of parents sometimes better off than themselves, and for whom these schools were never intended when founded.

Reductions or allowances ought to be of the nature as of permanent ones, as they affect other payments.

71,224. As distinguished from temporary abatements?—Yes. I cannot call to mind more than three property sales within a radius of 10 miles or more in the past 10 or 12 years. One of 4,447 acres and two under 100 each, all in Kerry parish. Offering by auction is almost a farce.

Game.—If the landlord does not reserve it the tenant ought to have it with liberty to sublet, so as not to be ridden over roughshod by the town bred shooting tenant as is now sometimes the case.

71,225. That is the case, is it not, if the landlord does not reserve it of course the tenant has it?—No; the landlord sometimes lets it.

71,226. And if he reserves it?—If he does not shoot himself, he may let it, and the tenant I think ought to have it. Anyway, if it must be a separate taking the tenant ought to have the chance of taking it by having the first offer, and let him sublet if he likes. Politics and religion do not interfere in letting a farm about here.

Landlordism.—My evidence, perhaps, appears to show an undue leaning to the tenant, but such was not my intention. It is the system of letting and not the lessors or their agents I object to. I have often seen proportionally to their numbers as much, and as often, injustice, hardship, and vindictiveness on the part of tenants as on that of landlords, principally arising from the want of a better tenure. The personal security of two good men beside the tenant, a good Agricultural Holdings Act with the custom of the country would be better than any agreement I have yet seen, to my mind. Our landlords (particularly the large ones) have as a body done their duty, and often acted with great liberality and unselfishness under existing land laws, and are not surpassed by their peers in England. Their agents also have done well, and this has been proved by this Commission.

71,227. The instances of hardship which you have enumerated you have already told me were prior to the passing of the Agricultural Holdings Act?—Yes.

71,228. Do you consider that the Agricultural Holdings Act was at least an honest attempt to deal with those difficulties?—Yes, an honest attempt, but it never has dealt with them.

71,229. How far has the Act been successful?—It is almost a dead letter when there is an

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agreement—the old-fashioned one-sided agreement.

71,230. Do you think the machinery of that Act has been too heavy and too expensive?—I cannot speak as to that, because I have never seen the working of it. We have heard of it very little here. We have had some cases, and it has been expensive work. I think I know of one case.

71,231. Why do you think it has been a dead letter?—Because most of the agreements in this country are never intended to take effect, but as I stated before they are held over a man sometimes as a threat. "If there is anything goes wrong down comes the agreement." I have known claims, and I think you have yourself, being put in under the Agricultural Holdings Act, and the moment they were put in then the agreement is shown.

71,232. A counter-claim?—Yes, to a very great extent, and a sharp valuer can make them to a greater extent than nine out of ten of the original claims.

Mr. Griffiths.

71,233. You have brought us over a very extensive field, Mr. Halford. I can hardly follow you right through it, but I shall ask you a few questions. You consider that farmers have not the freedom of cultivation they require?—They have not.

71,234. In what way do you explain that?—Because of the agreement binding them down to a certain course, as I stated just now. Of course a farmer is not likely to sow too much wheat now that it cannot be cultivated within 30 per cent. of the cost of cultivation on poor land. Supposing wheat were a good price he is bound to apply 30 bushels of lime per acre in the preparation for that wheat. As I stated, my objection to sowing lime is if I took a farm in high condition, and wished to reduce that as quickly as possible, and take the immediate benefit of its high condition out, I would put on lime as thick as ever I could. Again he is bound. Supposing under the four-course system in the cropping a field fails in clover, that field must remain; he must not even plough it or try to get vetches, or spring beans, or anything else.

71,235. Do you mean to say those stipulations are in the present agreement?—They are in that very agreement I have handed in, if you will look at it, and not only in that agreement but that is the common custom of the country in letting.

71,236. You consider that the agreement should be renewed according to the custom of the country?—I do not make out the agreement exactly as the custom of the country is; make out a short agreement, but with every security that can possibly be had to the landlord, and I think it would be far better for the landlord if there were two good men security for the tenant than these precious agreements that are now in existence, never intended to be acted upon, and

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which come more against the landlord than against the tenant, for the reason that many of the tenant farmers who allow their farms to run out are men from whom the landlord can get no redress, being the next thing to insolvent. They are a check upon a good tenant in good times.

71,237. Then you have stated that it is invariably the custom in this neighbourhood to spend as little as they possibly can help since the depression?—Yes.

71,238. Those that spend least lose least, you say?—Yes, it is a losing game. I can see that as I travel, and I travel very widely, not only here, but in the different counties round.

71,239. Do you consider that farms suffer in consequence of the hedging and ditching not being kept up?—It suffers in every way all round.

71,240. The fences are not kept as they used to be?—No.

71,241. And the land is not manured as it used to be?—No.

71,242. Is there as much labour employed?—A farmer does as little as possible. The labourer does not suffer much here. The servants are kept in the house. There is one thing a tenant would naturally do with, as little labour as possible, the labourer was never as well off in his life as he is now. In the last 50 years wages have doubled, the living is cheaper, the education of the children costs nothing, and they can keep their pig, which is the mainstay almost of a labourer's living, at half the cost, I think, they used to. From the cheapness of grain they can feed with the best for a trifle.

71,243. You spoke of water power. Is that done at the expense of the landlord or the tenant?—Done at the expense of the landlord in every instance. I have known—I may mention this, that I lived on Mr. John Naylor's estates—the father of Mr. Christopher Leyland 23 years, both under his agent in the office, and then farmed 11 or 12 years under him, and for the first 25 years after his purchase of the property I do not think I am wrong in saying that they spent a great deal more than the rents all round, and I do not remember his putting any per-centage on, or raising a rent. Since Mr. Christopher Leyland has had the management I cannot say what has been done, but I believe a vast amount of liberality has been shown by him.

71,244. You gave us an instance I think of rather an unkind and unsympathetic agent. Do you think that the agents sometimes exceed their duty toward their landlords in hardship they bring upon tenants?—Well, in rare instances I do, but if it only happens in one or two instances it is hard on the tenants of those estates. There may be we will say one bad agent in the neighbourhood for a largish estate; but as a rule I think the larger the estate the greater liberality is shown. I have nothing to say against an agent on any large estate anywhere about here.

71,245. It is customary in this neighbourhood for the tenants to do most of the hauling towards

Mr. Griffiths—continued.

the buildings, is it not?—Years ago they used to do.

71,246. They do not now at present?—They do not now. I never knew a tenant yet who hauled farm buildings together but bitterly regretted it as long as he lived, that is the reason that one man in the case I instanced just now would not do it—he had seen so much of it.

71,247. In other parts of the country the tenants do all the haulage?—So they did here 50 years ago. I do not know whether we are 50 years advanced of the other counties. Do you not think it rather hard upon them? Say, for instance, I take a farm and go and haul a set of new buildings together, and within four or five years of that time I receive a notice to quit and leave without a penny compensation.

71,248. It is not customary at present I suppose to give any goodwill in going into farms, is it?—No, this is almost an exceptional case where I showed the tenant received 340*l.* and ought to have had 440*l.* There is no reason why he should not, the system of tenure is the same now as then.

71,249. At the same time when tenants leave are they obliged to leave farms now and leave a good deal of their capital in unexhausted manure and other improvements they have made in their farms without being recompensed?—Well, they are not left in too high a state you may feel assured. If a man must leave a farm he is generally preparing for it a year or two before.

71,250. As a general rule they have only six months' notice to quit?—It used to be so.

71,251. He cannot take it up in six months?—There was no compensation until the Agricultural Holdings Act came in, and then that is nullified entirely by one-sided agreements; in fact the moment it was started half of the landlords in the country contracted out of it.

71,252. You have given us some instances I think. You have seen some hardships on account of the agents not being very well trained in agriculture?—In my time, in 55 years, I have seen a great many.

71,253. You think the agents should have proper agricultural training?—Certainly, and they ought to be men of good standing.

71,254. You think that the agreements as a rule are rather more favourable to the landlord than the tenant?—Yes, almost entirely in favour of the landlords. For the purpose of giving my evidence here now I have not looked at any of the agreements; I have not asked any one; I could not with very good taste ask a man to show me an agreement and then hold it up to pick holes in it. If they are so exceedingly good let the landlords and agents produce them.

71,255. You consider that farms should be put in a fit state of repair before tenants go into them?—Certainly, if the tenant is to keep them so. It is rather hard if a man is to take a farm and leave it in repair. If he is foolish enough to sign such an agreement, why of course it is his own fault.

71,256. Are you of opinion that the game would not totally disappear from the country if

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[Continued.]

Mr. Griffiths—continued.

it was left entirely in the hands of the tenant? —I do not think it would, because I know some farms where the tenant has a right of rabbiting that is right down invested in them. For my own part I hate the sight of rabbits—I know the damage they do.

71,257. I see you do not approve of a land court?—No, I do not.

71,258. Do you mean in the sense that it is something similar to what we read of in Ireland? —Yes.

71,259. At the same time I see afterwards you state that it is but right that the tenant should appeal to some outside authority?—Outside authority, but that authority should be an agreement between himself and his landlord.

71,260. Supposing he and his landlord cannot agree as to the terms of the rent, for instance, what is the tenant to do?—Well, they have a court now.

71,261. No one understands better than the tenant himself whether he can pay the rent or not?—I should prefer to take my chance even in an ordinary court of law than a land court.

71,262. Supposing a tenant has notice to quit he has nothing to do but to leave?—Supposing he has notice to quit surely he ought not to be kept there against the will of his landlord.

71,263. Not when he knows that his rent is too high?—I would not interfere between the landlord and tenant as to the rent at all.

71,264. How would you manage where a tenant says that the rent is too high and the landlord says it is not?—I should let that be as it is. If the landlord thought he could get more money he is surely entitled to try for it.

71,265. Then what is the tenant to do?—To leave. I would not have a land court to step in and say what rent should be paid.

71,266. Where is he to go? Are there sufficient farms vacant in the neighbourhood?—I would not say that.

71,267. Would you turn a man to the highway if he could not agree with the landlord?—He is merely a yearly tenant. He pays his rent for the 12 months. Why should a landlord be bound to keep him there for less than he has a right to get? I do not see the land court would benefit him; it might be a great benefit to the man, but a great hardship to the landlord.

71,268. In which way? Are there not applicants for farms? You said there were plenty of applicants?—I said for a cheap farm, or particularly good farm, or for a farm in very high condition—I did not say in the ordinary way.

71,269. Is it not correct that, as a rule, the farms farmed best are applied for?—Yes.

71,270. I do not quite clearly understand you. What would you recommend? You said three agents and three landlords and so many farmers?—That that would act better than a land court. The only way in which I see that a third party should interfere between the landlord and tenant would be by means of an arbitrator appointed for the district. We will say in the proportion

Mr. Griffiths—continued.

of three landlords, three agents, and six farmers to name an inspector or arbitrator who should act where the landlord and tenant could not agree; but that should be a voluntary matter between themselves—a man would not be bound to go by them without he had agreed to put himself under such an association.

71,271. What cases would you put in their hands?—Where the landlord and tenant could not agree as to permanent improvements by a tenant or dilapidations caused by the tenant.

Mr. Richard Jones.

71,272. Have you had the same experience as an agent both on English and Welsh estates?—No.

71,273. Not to any great extent?—Not to the same extent. In fact very little what I call the right down Welsh-speaking part. I have occasionally been called in as a valuer in different counties round here occasionally, but not much.

71,274. Of course if you have managed estates in Montgomeryshire you manage Welsh estates?—Well, I stated just now that Kerry particularly was a typical English county with the exception of the hill.

71,275. You managed estates in Montgomeryshire?—Yes.

71,276. And in Shropshire?—I have had to do with the management.

71,277. Mr. Swettenham told us at Machynlleth yesterday that the Welsh tenant farmer was a better rentpayer than the English farmer. Would you be prepared to confirm that statement?—I should say so. I should say this, that he would live harder. I know in some of the adjoining counties they are very glad to have a Welshman. The Welshman naturally sticks to his native soil, but when they go down they rarely come up again.

71,278. What inference would you draw from that—from their staying down and never coming up?—They do better. There is better soil and better climate below, and they are industrious.

71,279. You think the land is cheaper?—No, I do not say that. They have not the difficulties in the better climate of England to contend with that they have in the high hilly parts.

71,280. It strikes one rather strongly that that would be the inference one would draw from your statement if they did not come back—that land is rented lower in England?—No, they do better there; they work harder and live harder.

71,281. In Shropshire?—Yes, in Shropshire, the border county adjoining here. I know that.

71,282. You think the Welsh farmer when he migrates from Montgomeryshire into Shropshire works harder and lives harder?—Than the Shropshire farmer.

71,283. In comparison with the Shropshire farmer?—Yes, they have been brought up harder and do with less—I will not say a word about comfort.

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[Continued.]

Mr. Richard Jones—continued.

71,284. Do you know whether the agreements are more stringent on English estates than on Welsh estates, or *vice versa*?—I do not think that they are. I think they are all pretty much of a character—all on one side nearly—all I have ever seen—because if I had seen one particularly liberal within the last 55 years I should have remembered it and what it was.

71,285. I was not here during the whole of your evidence, but did you cite any instances where in the agreements there was an abrogation from the custom of the country?—I do not know that I can do that.

71,286. Have you never seen one?—Where they contract themselves out of the custom of the country?

71,287. Yes?—I do not know that I have.

71,288. I have seen several?—You have had a better chance of seeing agreements than I have, for this reason, as I stated just now; it would not have been very good taste for me to have asked anyone, for the purpose of this Commission, to have allowed me to read his agreement and then hold it up to pick holes in it. The evidence I have given is entirely from my memory of the last 55 years, during which I have been engaged in these matters.

71,289. You state that the agreement is more favourable to the landlord than the tenant. Do you think it is possible to pass a law to fix the conditions of tenure that would be applicable to the whole country?—No. Almost every county requires a different agreement. The farming is different in every county; no two counties farm exactly alike, and many very different. What chance would even a Welshman have down in my unfortunate county, the very spot where I was born, and the worst in England; the Hundreds of Essex, where you can get as much land as you like if you will only pay the tithes and the rates and where there are 48,000 acres now out of cultivation. Mr. Hunter Pringle, has been sent down there and he states that there will be double as much out in a very short time if the notices now pending take place.

71,290. What is your remedy. If you say the conditions under which a farmer farms a farm under the present agreement are unfavourable, what is your remedy?—I do not consider myself at all a judge in the matter sufficient to be able to say what it should be. I think it would take a very clever man to say what terms are to be made that agriculture can go on longer at the present rate of going down hill.

71,291. Have you any suggestion to make whatever?—I have only suggested that in the place of those agreements there should be a better Agricultural Holdings Act if it can be made and the present one-sided agreements done away with. The late Mr. Pugh, of Bryn Llywarch, 60 or 80 years ago, would never have an agreement, and he was a man before most of his time—one who made the canal up to this town and some of the best roads through the country—a barrister.

Mr. Richard Jones—continued.

71,292. Do you think it is possible to pass an Agricultural Holdings Act to do away with agreements?—I do not see why it should not be.

71,293. You think it is possible?—I do not say it is necessary. I do not think there ought to be much interference between landlord and tenant. It is if they cannot agree between themselves I mean. How often do two men on tolerably good terms disagree about a matter and say, "well, let us call someone else in and refer it to arbitration."

71,294. You think it is possible to pass an Agricultural Holdings Act to protect a good landlord from a bad tenant and to protect a good tenant from a bad landlord?—To a certain extent. There will be always some way of driving through an Act of Parliament.

71,295. You think the present Agricultural Holdings Act does not protect an improving tenant from a bad landlord?—I do not think it goes far enough.

71,296. Have you any suggestions to make as to the Act; that is, in favour of the tenant?—I do not know that I have given it much attention—very little. It has never been acted upon about here; it has never come under my notice hardly, except in one case. I will give you an instance; it is a trifling one. It is hardly a fair case to cite. However, a butcher, a tenant of some accommodation land, grazed sheep and cattle and gave them a little corn, and so forth, until he killed them. Some trees were cut down. I made a valuation; it was a very small affair, and he claimed the damage that had accrued from these trees falling on his grass and he could not close his fences to keep the meadows up. The moment he made that claim the agent said: "Well, then I shall be down upon you for repair of fences." The land being all grass had been allowed to run together for years and years before. The agreement under which he was showed that he was to keep the fences up. Those fences had been down for years. Of course, that stopped him. That is an evil I consider against the Agricultural Holdings Act, and the reason why it is a nullity: the moment a claim is put in, the landlord then says: "Will you put the place in repair?"

71,297. Do you think that if a landlord had to put in a claim for dilapidations or deterioration on the same day as the tenant farmer it would meet the case?—I think it would to some extent.

71,298. You think landlord's power to make a claim after the tenant has put in a claim is an encouragement on the landlord's part to send in a fictitious claim?—Certainly.

71,299. What is your opinion about the preferential claim for rent?—That I have not thought much of. I think it would shorten a tenant's credit in other ways.

71,300. Do you think it would be better for the tenant?—I have not thought much about it. In fact, I have not given it any consideration.

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[Continued.]

Chairman.

71,301. There are a few questions to trouble you with from Mr. Woosnam: "Supposing a difference between landlord and tenant on the question of rent or other matters and failure to arrive at any agreement amongst themselves, what remedy do you suggest to arrive at a solution of the difficulty?" I think you have answered that?—I think I have so far as in my power.

71,302. Another question from the same gentleman: "Do you not know, as a matter of fact, the tenants do all the hauling for repairs in this locality and a good deal to new buildings?"—I can answer this as a fact, that I never knew any tenant do any hauling on the estate of Mr. Christopher Leyland and his father for the last 30 years. I think that is the case on the Leighton estate at Welshpool; I never knew any done.

71,303. Another question by the same gentleman: Mr. Woosnam says he supposes you agree that there has been a large decrease in the number of sheep bred 30 years ago and to-day in Kerry parish. Are there less sheep bred now than there were 30 years ago?—Well, necessarily there are.

71,304. The last question is: "Can you give the reason for this?"—I can, and I am very sorry to be asked it, because I lived on that estate for a good many years, and there never were better landlords that I have known. There has been a good deal of planting on the hills on the estate the last few years—only for a few years—and there is no doubt there must necessarily be a decrease in the number of sheep,

The witness withdrew.

Mr. PETER PIERCE recalled and further examined.

Chairman.

71,308. You have something more to say on the question with regard to your cow, have you not?—Yes.

71,309. With respect to its being admitted into the ley of Mr. Griffith Boscawen?—Yes, my Lord.

71,310. What do you wish to say on that head?—Well, is Mr. Griffith Boscawen allowed to go and give evidence against me about things that were transacted on the following day, when he was not present at the time?

71,311. I do not quite follow you?—Has he a right to come and give evidence against me as to what was transacted on the following day, when he was not there at the time?

71,312. Will you rebut anything that he said. He has made a statement and I understand you have come here to rebut it?—Yes.

71,313. Then will you rebut or contradict anything that has been said?—Yes, my Lord. On the day of the county council in 1890, Mr. Moss asked me, would I check a few voters as they came into the poll to vote. I told him I would, and while I was so doing Mrs. Griffith

Chairman—continued.

because there is not the ground for them to graze upon.

Mr. Richard Jones.

71,305. What has been the effect of the planting of trees upon the agriculture of the parish?—Well, it has decreased the sheep. But since you have asked me that question I think I am at liberty to say a little more. All I know in that way is from what I have seen when I have been out with hounds and about the hills. We have large covers that we draw and sometimes get a fox in and cannot get it out. There is no doubt it has caused a little unpopularity through loss of sheep land. This is merely from what I hear from others. I have never heard any complaints from any man who has left the estate against Mr. Christopher Leyland, and I am quite sure he never took an acre of land without fully immediately compensating the man for it in his allowances. My intimate knowledge of the estate commenced when I was 15 years of age, and I was there 23 years.

71,306. The question asked is what effect had the planting of trees upon the agriculture of the parish?—It, of course, decreased the size of the farms and they could not keep sheep to the usual extent.

71,307. Anything else?—I do not know that it has.

Chairman.

We are very much obliged to you for your evidence, and thank you for coming forward.

Chairman—continued.

Boscawen and Miss Boydell, of Alyn Cottage, came up to go to the polling booth, and there was something occurred by some paper being thrown into the fire, and setting the chimney on fire in the school where we were polling. I stepped from the door to see what was the matter, and she came up to me and said, "What is the matter Peter?" I said to Mrs. Boscawen, "I think the chimney is on fire ma'am." "What a bad job," she said. Then she said, "Have you recorded your vote yet?" I said, "No ma'am, not yet." "Well, why do you not do so?" "I am too busy at present," I said. "What are you doing," said she. I said, "I have been fetching the voters up, and now I have taken a few others to go in." "What," she said, "of the opposite party?" "Yes," I said, "the opposite party." She said, "I heard you were against the master." "Indeed," I said, "and who told you?" She would not tell me. She said, "I heard you were a paid canvasser for Mr. Moss." "Indeed," I said, "Tell me who told you. Let us have the thing out fairly as to who told you either way."

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[Continued.]

Chairman—continued.

She said, "Remember you have had the cow ley so many years at our house, and you must remember what you are doing." I said, "If I have had the cow ley there, I have always paid you for it. I did not have it for trust." Miss Boydell spoke up and said, "Do you know Mr. Griffith Boscawen's ley is the best ley in the country?" I said, "It may be." She said, "You must always mind which side your bread is buttered." I said, "Yes, I always do. My old Poll never puts it on the wrong side." She said, "If you are taken up for being a paid canvasser for Mr. Moss, Mr. Moss is a mean gentleman, and he will not pay your fines." I said, "What fines are put upon me for being a paid canvasser I can pay myself." Then she walked away from me, and I went on checking a few more off. Then I saw her coming back from the station, and I went to her again and I said, "Please will you tell me who has told you all this news and cant about me." She said, "Really, Peter, I have been told by so many I cannot think of one." I said, "I do not want to know about them all, but tell me one." She said, "Really, I cannot tell you, but you vote for the master and you will be all right." I said, "I shall vote for who I think fit." That is what I told her. So I went on with the checking off. "Remember," she said, "we shall find out how you all vote." I said, "It does not matter to me whether you find out how we all vote or not. It does not make any difference to me." In the autumn when we took the cow out of the ley in 1889, the word was left with the gardener or bailiff that we should expect the ley back again the next summer the same as usual, and he made the reply, "That will be always there for you." In the end of March or the beginning of April, I do not know which week it was, the captain always made it a rule to send down to me to ask me whether I had one cow or two, or one cow and a twelvemonth old heifer to bring to the ley. He did not do so to me this year, and so I said to my missis, "You had better go and see whether we are to have the ley back or not; I do not expect we shall, by what she told me at the election, but," I said, "you can go and see, so that they shall not say that we never came to ask for the ley." When she went up there she went to the hall door, and she met Captain Griffith Boscawen himself, and I think these are the words that Mr. Boscawen and she had between their two selves about the cow's ley. Will anyone please read it out. I have not my glasses, and I cannot read without them. (*Witness handed in statement.*)

71,314. Is this the statement that you have made or the statement that you make now?—It is the statement of my wife of what took place at the time.

71,315. It is a statement by Mrs. Peter Pierce?—Yes.

71,316. Would you like to have it read?—Yes.

Chairman—continued.

17,317. The statement made by Mrs. Peter Pierce is as follows:—"I called at Trevalyn Hall and there saw Captain Griffith Boscawen. He said, 'Good morning.' I replied, 'If you please, sir, I have come to see you about the cow's ley, to know if we are to have it as usual.' The captain said, 'I am afraid you are too late.' I said, 'Too late, sir,' and he again answered, 'I fear so, for I have promised another party.' Then I said, 'My cow has been coming here longer than Miss Boydell's.' He replied, 'I have promised it to another party, because I thought you did not want it.' He then turned the conversation, and asked how the cow was doing, also the twin calves. I answered proper, and then we parted. I had always made it a rule to ask the gardener, John Finchett, when taking the cow out of the ley in the autumn, if there would be a ley for them the following year. I had done so the previous autumn, and got the answer 'Yes, unless you hear to the contrary.' It had always been the rule for the gardener to either call or send by the cowman in the month of March, to inquire whether we were sending one or two, because we sometimes sent a heifer along with the cow. They did not call in March as usual, and that is the reason I called at the Hall in the month of April.

"The above statement has been read over to Mrs. Pierce, and she declares the same to be true." That is the statement which you wish should be made, Mr. Pierce?—Yes.

71,318. You have nothing to add to that, have you?—Not unless any questions are put to me.

71,319. Then you wish us to understand that Mrs. Griffith Boscawen knows you perfectly by sight?—She knows me perfectly well. It was my usual habit to go there myself every Saturday evening, Sunday morning, and Sunday evening to milk, and I have met her at different times on the road and spoke to her.

71,320. You assert also that she had two conversations with you on the day of the election?—Yes, she had.

71,321. On which occasion she was accompanied by another lady who spoke to you as well?—Yes.

71,322. The following questions are asked by Mr. Martin Woosnam: "For how long had you been in the habit of sending your cow to the ley?" That you have answered?—18 years.

71,323. "How many cows did Captain Griffith Boscawen take into his ley?"—Three at a time.

71,324. "Do you remember Mr. Moss coming out of his committee room on the day of the poll?"—Yes.

71,325. "And remonstrating with Mrs. Boscawen for creating a disturbance with you and a man named James Liversage?"—Yes.

71,326. You remember that?—Yes, I was there. I remember talking to another lady at the time.

The witness withdrew.

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Mr. S. Moss.

[Continued.]

Mr. SAMUEL MOSS recalled and further examined.

*Chairman.*See
67,267.

71,327. You must keep entirely to this matter, please?—Quite so, my Lord. I am basing what I am saying now upon a newspaper report of Mr. Griffith Boscawen's evidence, in which he said that Mrs. Griffith Boscawen did not know me on the day of the poll until I was afterwards pointed out to her. I wish to repeat what has just been said by the last witness, that on the day of the poll I was compelled, in order to prevent what I thought would be a breach of the peace, to come out from my committee room and remonstrate with Mrs. Boscawen for interfering, not only with this man and with another man of the name of James Liversage, but with others of the working men on the day of the poll. She addressed me by name, and I addressed her by name. I merely say that in contradiction of the statement that she was not known to me, and that I was not known to her upon the day of the poll. I simply corroborate what I have said before, my Lord. There is just one further statement I should like to make. I gave Mr.

The witness withdrew.

Mrs. ELIZABETH SEDGWICK STEPHENS called and examined.

Chairman.

71,329. Where do you live?—At Sudeley Villa, St. Mark's, Cheltenham.

71,330. You wish to rebut some evidence of Mr. R. Walker, given at Rhayader in Radnorshire, on Thursday, the 10th May 1894?—Yes.

71,331. With your permission, I will read that portion of the evidence out for the information of the Commissioners. Mr. Walker said, at page 2760 in answer to question 52,504, "When I left the farm as a tenant my landlady said she was going to divide the farm that I held on account of having three or four votes for the Conservative member; that was her meaning, and that caused me to leave." Then at question 52,653, page 2764, he was asked: "You alleged, as I understand, that you were turned out for political reasons?—(A.) I do not know that it was that, but of course —. (Q.) You do not know?—(A.) I am not certain of that, but she told me she wanted to rent it in two or three farms, to get different votes for the Conservative member. (Q.) Do you know whether any condition was made with the incoming tenants as to their politics?—(A.) I do not know anything at all about that. I do not know anything as to her conditions with her new tenants. (Q.) There was another reason besides a political reason, and that was a question of the amount of rent?—(A.) Yes, the amount of rent. (Q.) How much extra rent was demanded?—(A.) 50*l.* (Q.) Fifty pounds more, making it 25*l.* instead of 20*l.*?—(A.) Yes, trade was very bad, and was getting much worse at the time. (Q.) Then you declined to give the higher rent?—(A.) I offered her more rent. (Q.) But not the full

Chairman—continued.

Griffith Boscawen notice of my intention to come here, and to bring the man Pierce here to-day.

71,328. Notice was given, I understand?—I gave it myself, my Lord. I think, perhaps, I may be allowed to explain why this statement was not made at Wrexham. It was not my intention to mention this case at all, or to give any evidence before the Land Commission, but my evidence was given at Ruthin in consequence of having seen the statement made by the agent of Mr. Biddulph, and my evidence at Ruthin was given to contradict that. I had not seen this statement at the Wrexham sitting. After having given that evidence this incident relating to the cow was brought out by me by examination by the Commissioners. It was a personal matter, and I am rather sorry that it came out, but as it has come out I am quite prepared to prove it. Peter Pierce was not in my employ on the day of the poll.

Chairman—continued.

"amount that she wanted paid?—(A.) I offered her more, because I lived there such a number of years, and I thought that I would like to remain there. (Q.) May I ask what amount of rent you received for your old farm, Talcoed?—(A.) For the Talcoed farm it was "125*l.*" I believe you wish to rebut that evidence?—I do, as well as other evidence.

71,332. What other evidence is there that you wish to rebut?—I did not have these printed notes until after my statement went in, consequently there are things that are mentioned in them that are very inimical to me as a landlord in that part.

71,333. Could you just point them out. Is this your statement?—Yes, that is my statement, but this is before my statement went in. He says that he does not know where I am, as if I had left the county altogether, without leaving any trace where I was. I have here his letter sending my rent to my address.

71,334. All he says is that he thinks you live in Cheltenham. Is that the case?—Yes. And then he is asked here, "But you have made certain allegations against her?"

71,335. What number is that question?—52,682. "I understand you do not know Mrs. Stephen's present address?—(A.) No, I do not know her present address. There are plenty in the room who do."

71,336. Do you object to that?—I do, because I had a letter from him in which he shows he knows my whole address. He writes to me (*witness searched for the letter*).

71,337. I think, Mrs. Stephens, we will not trouble you about that letter. You might send

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Mrs. E. S. STEPHENS.

[Continued.]

Chairman—continued.

it in afterwards. Will you send the Commissioners that letter when you find it?—I will. He sent me my rent addressed to my present address in Cheltenham. There was then pending an action against him for dilapidations, and his object was to make it appear to a Radnorshire jury that I was a person who was not to be trusted, and that everything was wrong with regard to me. I had no one to protect me, my husband died suddenly, and, therefore, I endeavoured to protect myself. I sent this statement to Mr. Bamford, whom he speaks against by saying that he had seen Mr. Bamford, and Mr. Bamford has sent me this letter which, perhaps, you will be kind enough to read.

71,338. Shall we leave Mr. Bamford's letter till afterwards?—As you please.

71,339. I think we had better take your own case first, if you please?—Yes. Will you allow me to make my statement.

71,340. Yes. Will you kindly do that?—Shall I begin at the beginning?

71,341. I think you had better, please?—In the absence of any solicitor to assist me, I have endeavoured to compile a statement of facts, for the purpose of rebutting the untrue accusations of my late tenant Roger Walker of Talcoed, Nantmel, Radnorshire. I will, therefore, beg your indulgence as to the amount of evidence required to contradict his assertions; and to do this I premise that: On the 2nd of May 1894, I went to Rhayader to see my tenants, and I, knowing that the Welsh Land Commission would sit there on the 10th May, asked each of my tenants if they had anything to complain of, as in that case I would remain there until after I had been before the Commission to answer complaints. They all replied that they had no complaints to make, and that I had done as much as they could expect, seeing the shocking state of their farms and houses when they entered into tenancy. I then went to London to have a consultation with my solicitor there and the counsel, as to the course to be pursued in the action then pending. While at the Great Western Hotel I received a letter from Mr. Wood of Rhayader on the 11th May, informing me that Roger Walker of Talcoed had appeared before the Commissioners complaining of my conduct in turning him out of my farms on account of his politics, and saying he had been treated very badly, and that he had had but 46*l.* as compensation, and that he had had great difficulty in getting anything. On the 14th May I had a letter from Mr. Lleufer Thomas, the Secretary to the Welsh Land Commission, calling my attention to certain statements made by Roger Walker against me, and requiring to know if I wished to rebut them. I immediately wrote a letter to Sir John T. D. Llewelyn asking when and where I could rebut these accusations, and requested the editor of the "Hereford Times" to publish this letter in his next issue, and also telling him personally that he ought not to have allowed his paper to be used to bring me into contempt

Chairman—continued.

with the Radnorshire farmers, by the comments he had made on Walker's evidence, as an action was pending between us; and that I had had several letters from solicitors, all advising me to withdraw the action that was set down for trial at the Presteign assizes for the 13th June 1894, and he replied that his sub-editor had done this without his knowledge, as he was ill in bed from a carriage accident at the time. In the contents sheet of the "Hereford Times" of the 12th May there appeared in letters an inch long the words "*A political landlady*," meaning myself, and over Walker's evidence the same words, and this contents sheet was exhibited outside every news shop that sold this paper in Hereford, Presteign, Rhayader, Shrewsbury, and Cheltenham, and at all the neighbouring railway stations, to my great annoyance and dismay, being so well known at these places, which was quite enough to prevent any Radnorshire jury giving me a verdict, after such an imputation on my character as a landowner. So I at once telegraphed to my London solicitor, and to Mr. Wood of Rhayader, to give notice at once to discontinue the action, which they did, as I might have been immersed in heavy costs had the verdict been against me, although Roger Walker had paid as damages 25*l.* into court, therefore showing he was in the wrong, but I hoped that the verdict of a jury would have given me very large damages against him for dilapidations, bad farming, and breaking up land that had been down for many years in pasture. Roger Walker had a lease of one farm only, Bwlch Llys. The other two farms, Pen-y-fynnon and Fron, he held without any written agreement or lease, but on parole, to be of the same kind of management as Bwlch Llys. A few days before his death Mr. Stephens declared he would be put off no longer, and would insist on Roger Walker signing a lease for the other two farms, and as he had been unable for many years to walk over his farms, asked me if I would try to do the walking, as he had suffered and was quite a martyr to gout and rheumatism and had trusted all the management of his farms to Roger Walker, as he had such faith in him; but that he (Mr. Stephens) had for some time altered his opinion of Roger Walker, as from some action for slander he had had to pay very large sums, and that he had induced him (Mr. Stephens) to try to foreclose some mortgage unjustly, and that he had found Roger Walker out, and that he no longer had confidence in him. Mr. Stephens died on the 12th April 1890, and in consequence of what he had said only three days before his death, I determined on going up to see what state the farms were in, as soon as I could leave home, and make the proper arrangement to do so. On the 26th July 1890 I went to the farms, accompanied by my then solicitor Mr. Cripps, Mr. Bamford the county surveyor for Herefordshire, a carpenter and builder of the names of Haines who had done much work on our property for many years, and a Mr. Ball, a man of great experience in all agricultural matters, as he was an old friend of

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Chairman—continued.

my husband's. We all went to see Bwlch Llys, much against the wish of Roger Walker, who made all sorts of excuses to prevent our going to see Bwlch Llys; but nevertheless we all went there, and when we arrived at the farm house it was so utterly dilapidated that I did know it was the same place. I had seen it in the year 1862. The windows were all broken, and strips of wood nailed across them. It was almost in ruins and utterly uninhabitable. I was shocked and surprised, but I said but little, as I was to dine with the Walkers, and I then mentioned my intention of going to see the Fron. Roger Walker again tried to dissuade us from going there also, but I told him I had determined on seeing the farms, and I did not care if the dinner was spoiled, so we all went to the Fron. I had not seen the Fron for over 35 years, and from a neat comfortable little tenement then, there now appeared not a vestige of comfort. It was virtually in ruins, the garden overgrown with tall weeds, and the nice garden, once full of currant and gooseberry trees, almost obliterated, the wall all broken down around; and on opening the door I feared the flooring might give way and fall in, Mr. Haines the carpenter having put his foot through the flooring of Bwlch Llys on his attempting to walk across the bedrooms there.

I now come to the points raised by R. Walker, that I had turned him out of the farms because of his politics. He well knows that he was not willing to give me an increased rent, or despite his politics, he would have been my tenant. I asked him to sign a lease on the 23rd October 1890, in the presence of Mr. Cripps, my then lawyer. He paid his rent at the same time, but would not sign the lease prepared by Mr. Whitehouse; but on giving Mr. Cripps the cheque for the rent, we found he had paid 4s. short of the rent, and he had kept back rent in the same way on several occasions. With regard to the amount of compensation, he said he had only received 46*l.*, when before the Welsh Land Commission, and that I had placed every obstacle in his way to prevent his having compensation. I have to say, that as soon as the assessors had made their award, I sent a cheque to my solicitor for 70*l.* 8s. 4*d.* to be paid to him (Walker), who sent an unstamped receipt for the 70*l.* 8s. 4*d.* to my solicitor, which I have ever since had in my possession and which I now produce.

71,342. You had better hand that in, please?—I will. Who am I to hand it to?

71,343. Will you please hand it to the secretary?—Yes (*to the Secretary*). That is in your charge, and there is also the Act of 1875 which he contracted out of.

71,344. Is this the paper which he sent?—That is the paper he sent.

71,345. I am afraid I cannot read it?—I should think very few could. It was written no doubt when he was very happy.

Chairman—continued.

It is hardly legible, I think it had better be read. I will hand it to Mr. Roger Walker and ask him to read it to the Secretary, so that we may have a copy. (*The copy letter was afterwards handed in and is as follows*):—

"Talcoed, July 10, 1893.

"I RECEIVED your letter containing cheque value 70*l.* 8s. 4*d.*, being duly awarded to me for improvements undertaken, and when the account passes in my bank to my credit, you will duly receive the award.

"Yours respectfully,
"R. WALKER."

71,346. That is a receipt for 70*l.*?—For 70*l.* 8s. 4*d.* I saw on the 16th May 1894 a man who was formerly farm servant to Roger Walker, named Charles Cromwell Oliver; and he informed me in the presence of William Morgan, my tenant of Bwlch Llys, that he used to drive down to Walker's own farm, called the Castle Farm, near Llandrindod, the cattle from Pen-y-fynnon to be fattened there, although I have paid the compensation as if they were fattened on my farms. I now offer Mr. Stephens' rent book to show the amount of money Mr. Stephens allowed to Roger Walker in bills, to keep the three farms in good order, draining, repairing, road-making, &c., &c., in round numbers.

71,347. Can you give us your rent book?—I have this book, which you shall have, but this rent book I never in my life saw till after my husband's death, and I find it contains very many matters belonging to clients. I will give it into your hands, but not to anybody else.

71,348. We want that page only?—It is there for 35 years or whatever it may be.

71,349. We should like to just see the amount of money that he allowed in bills out of the rent to Mr. Walker?—You can read it as much as you please, only it is over 35 years. You can look at them all. You will see 'Roger Walker in account with the three farms' at the top.

71,350. This document is copied out of the rent book?—It is pretty well, but I could not quite do it.

71,351. Very good; then we will take that?—It is pretty nearly a copy. I have taken the bills for repairs for the three farms, road-making, draining, &c., &c., to be 1,500*l.* I have put them in round numbers, but I found it was not quite correct, they are not quite 1,500*l.*, but it is very easily to be found, because I have taken out so much for the road-making and draining, and altogether I believe it was nearly 1,500*l.* But I am not a very good accountant, so that I cannot mention that exactly. There was a new beast house of oak and stone, costing my husband 1,500*l.* on a contract with a man who has died many years ago, and it was made for the entrance of Roger Walker into the farms in 1852. I wrote to the representative of that firm, and they told me that all papers were burned, and that I had no opportunity of getting even a copy of the contract, but I always have heard from

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Chairman—continued.

my husband that it cost him 1,500*l.* It was the most splendid beast house in any county about, all oak and stone, fit for a grazier. Then rebuilding and restoring Pen-y-fynnon house cost 1,000*l.* by contract. This is the house; it is not a cottage. This is a freehand drawing of the outside, and that is the style of house (*witness handed in drawing*). It was formerly the palace of the Welsh princes, and I have it on the Ordnance map that the place was the palace of the Welsh princes from whom my husband was descended. The rent was 201*l.* a year only for the three farms. The acreage of Pen-y-fynnon was 147a. 3r. 29p. The acreage of Bwlch Lllys 72a. 2r. 1p., and the acreage of Fron 16a. 1r. 14p., making altogether 236a. 3r. 4p. The allotments of enclosed land (which my husband purchased many years before for the convenience of Roger Walker for him to have as much as he could, and at his own expense he enclosed them) to Pen-y-fynnon were 77a. 1r. 21p., to Bwlch Lllys 57a. 2r. 19p., to Fron 22 acres, making a total acreage of enclosed common land of 157a. 3r. 4p. The total acreage of the three farms therefore would be 393a. 3r. 4p. I calculate the rent for 30 years of the three farms at about 6,000*l.*, and the amount spent in bills for road-making, repairs, &c., 4,000*l.* Therefore the rent Mr. Stephens pocketed was only 2,000*l.* Roger Walker was paying a rent of 201*l.* per annum only, and farming nearly 400 acres of land. I have since Roger Walker left my farms planted about 50,000 trees. I had ordered 50,000, but the other trees were not taken up, consequently I could not put them down. There were 12,000, and I paid nearly 50*l.* for new gates, as there were but two left on the farms by Roger Walker. I have almost rebuilt Bwlch Lllys at a cost of nearly 400*l.*, or I could not have let it. The Fron is nearly in ruins, and I am unable to afford the money to rebuild it, which is now necessary, and I cannot let it separately from Pen-y-fynnon, as there is no house fit to live in; and I have inserted a clause in the lease of Pen-y-fynnon, that I may rebuild the Fron farmhouse at some future time when I can get an increased rental. I beg to say that I consider I the landlord am the aggrieved party, and not the tenant Roger Walker. I adhere to that statement.

Mr. Grove.

71,352. I have looked through these parts turned down, relative to Roger Walker, and I see that very considerable allowances have been made very often as stated in your statement, and it seems to confirm your statement?—Yes. I have found the paper I referred to. Will you be kind enough to pass it to the Chairman. (*Witness handed in document*.) That is the paper that he wrote to me enclosing his rent. Therefore he did know my address, and it was not truthful to say that he did not know it. This is a letter from a solicitor (*producing letter*). May I read what a celebrated solicitor

Mr. Grove—continued.

wrote to me when he heard of this case in all the newspapers, putting me forward as a political landlady? He writes me thus: "It would never have done for you to go before a Radnorshire jury on the 13th of next month in the face of the evidence given by Walker before the Land Commission. When is the next sitting of the Commission to be held?" This is a letter from a lawyer and from three others, and I immediately ordered the action to be discontinued. Here are these shocking paragraphs in the paper. (*The witness handed in paragraphs*.) These were exhibited at every railway station in the county.

Chairman.

71,353. I should like to explain to you that when anybody comes forward to rebut, of course we must follow the same procedure as usual; questions are handed in to be put to the witness. I have some questions which have been handed in by Mr. J. W. Nixon, which I hope you will have no objection to answer?—Oh, he is a lawyer of Knighton, I think.

71,354. He has put in some questions bearing upon this transaction, and they appear to be relevant to the dispute between Mr. Walker and yourself, so that in accordance with the usual custom I will put them to you?—By all means. I am only wishful for the truth to appear—but only the truth.

71,355. The first question is, "Did your solicitor on the 14th May 1892 write to Mr. Walker for 298*l.* which you claimed in respect of the three farms, with 1*l.* 1*s.* for costs?" Can you remember that?—I know nothing about it whatever.

71,356. "And did he on the 19th August 1892 make a further claim of 194*l.*?"—I believe he did. My solicitor, if it were so, was in London—a very celebrated lawyer, one of the best in London—a most honourable man, a Mr. Whitehouse.

71,357. Did he on the 19th of August 1892 make that claim?—I do not know. I daresay he did, but I do not know anything about these law matters.

71,358. "Did you on the 10th March 1891 write to Mr. Walker's solicitor in the following terms, viz.: 'That the farm has the best roads and farm buildings in the county, and is just fit for a purchaser who wants to buy a farm in the best condition'?"—I think it is very likely that I said that it had the best roads to the farm not in the farm. My own road, the road of Pen-y-fynnon, which was formerly a gentleman's residence, had a sweep up to the house of about a mile and a half or two miles. That is in the most scandalous condition after all the large sums of money which have been spent; 177*l.* in one bill was paid for its repair. I have never seen it in repair, nor has anybody else till now.

71,359. Then the next question put by Mr. Nixon is, "How do you reconcile the claim for damages you afterwards made with this

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"statement"?—Because they are roads of the county—not the roads in the farm, but roads to the farm—and it makes all the difference. The roads to the farm are the best in the county. The farm buildings are the best. The farm buildings are of the most excellent character; no one can say anything against them.

71,360. "Did you not advertise in the 'Hereford Times' that the farm was in good condition"?—I did. I daresay I did. The advertisement was drawn up by a solicitor.

71,361. "Did you bring an action against Mr. Walker claiming damages and money alleged to be due in respect of the farms to the amount of upwards of 2,589l."?—I think it was very likely that it was done in the aggregate; but it is a law matter which I do not know anything about but what you are saying. It was done, but I know nothing about how or why, because it was in the hands of my London lawyer, Mr. Whitehouse, of Charles Street, St. James's Square.

71,362. "Did you discontinue the action after protracted litigation, and finally accept in full discharge of your claim of 2,589l. a sum of 25l. which had been paid into court to cover any possible liability"?—I have told you why I discontinued it in my statement, because I was made a 'laughing' stock of, and everybody thought that I was a political landlady all over the county in every place where the "Hereford Times" was—that I was a person not to have any justice or anything else done me, simply because Walker had said I had evicted him from his farms; and my lawyers, as I have already described, said I had better discontinue the action or I should have been immersed in heavy damages for it. He appealed to the Radnorshire farmers against me.

71,363. "Did the judge order you to pay the costs of the whole proceedings incurred since the date of the payment into court"?—He did, because of that fact that I discontinued it only a fortnight or three weeks before it was to have been heard at the Presteign Assizes.

71,364. "Did your solicitor on the 1st June 1892 write to Mr. Walker demanding the half year's rent due on the 25th March"?—I daresay he did, but I do not know.

71,365. "And threatening proceedings—"?—I cannot tell. I do not know.

71,366. "Unless the amount was paid by return of post." You cannot answer that?—It may have been so, because I have given you that envelope which contained the money.

71,367. "Was this the first application which was made for the said rent"?—I do not know. I left all to my lawyer. I know nothing about law.

71,368. "Did you not try to let the farm before you offered it to Mr. Walker—"?—No.

71,369. "As Messrs. Walton & Lee's representative came to look at it for a gentleman about the 5th November 1891"?—I gave him notice in 1890 to leave the farm.

Chairman—continued.

71,370. And Messrs. Walton & Lee's representative came on the 5th November 1891?—Yes, that is a whole year in between.

71,371. "Did you not instruct your solicitors, Messrs. Batty & Whitehouse, to try and get Mr. Walker out of Penffynnon at the time he left Bwlch Llys"?—Yes.

71,372. "Knowing at the time that he had another year of his tenancy to run"?—I do not know of the legal points that he had under the Agricultural Holdings Act, but, of course, he had double notices because we were determined that he should go.

71,373. "Did you not try and make out that he had waived his right to a 12 months' notice"? Can you answer that?—I do not know what my lawyers did. What they did was all legal, but I know nothing about it.

71,374. "Did you between the 19th September 1890 and the 20th March 1891 serve Mr. Walker with eight notices to quit, six of which were invalid"?—I think it was very likely it was done so as to catch him on all points.

71,375. "Are you aware that under the lease of Bwlch Llys to Walker, Mr. Stephens was bound to repair the house, barns, stables, sheds, and outbuildings"?—I am aware that he was bound to do that. After his death I knew it, but I knew that he had given Walker large bills out of the rents to keep the farms in order, so that in case of his dying before me I should have no trouble and no difficulty in putting farms in repair.

71,376. These are all questions, you will understand, which are handed in by Mr. Nixon?—Yes. I am quite ready to answer anything that I know of.

71,377. "The action brought by you against Walker was commenced on the 11th October 1892"?—I do not know.

71,378. "Do you say it was discontinued because of the comments made upon the case before the Land Commission in May 1894"?—Yes.

71,379. Then the question that Mr. Nixon wishes answered is, "What prevented your entering the action for trial long before then"?—My solicitor ought to know that. I do not.

71,380. "Did you not try to remove the trial of the action to London before the Land Commission sat"?—I did.

Chairman.

71,381. I think we need not trouble you with anything more?—I have everything here if you choose to call for any document. I have the probate of my husband's will, and I have everything that you may want, rent book and all, but I wish to prove that I did not turn that man out for political reasons. That ought to be well shown forth, because my husband knew that he was not only a Radical, but he was also a Baptist, and we kept him there for

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Chairman—continued.

35 years, and the only reason of his being turned out (which I am prepared to swear) was because he would not give me 250*l.* per annum, having a farm for which he was rented at about 7*s.* 6*d.* or 8*s.* 6*d.* an acre, or something like it. I chose to ask for an increased rent, and I am quite prepared to swear that on no account and under no circumstances did I ever mention to him that I wished to turn him out for political reasons for the sake of having Conservative voters.

71,382. I have to trouble you with one more question. I will not keep you for a moment?

—Mr. Bamford's letter has not been read, which is one of those documents I referred to.

71,383. Need we bring anybody else into the case?—I think since I have seen the print of the evidence that ought to have been answered, but I had no printed copy till a week or nine days ago, and then I sent the printed form to Mr. Bamford, and he denies what is said by Roger Walker, so that there are two people to deny what is said.

Chairman—continued.

71,384. I will read this letter, certainly, if you wish it, but it cannot go on the evidence?—Exactly as you please. I have nothing to say.

71,385. I think you only wish to confine yourself to your own statement?—Yes, but I wish, of course, to show that Roger Walker used words rather untruthfully, and that his accusations are untruthful.

71,386. I think, if I might venture to advise you, it is best to keep entirely to your evidence?—Yes. Is there anything more you wish to ask me?

71,387. There is one more question sent up by Mr. Nixon: "Do you now get 250*l.* a year rent for the farm"?—I do not, because I cannot let the Fron House. I get a much larger sum than Roger Walker paid me for the whole three, but there is no house whatever habitable, and I am obliged to let the land only until I can afford (as my statement mentions) the amount to rebuild it almost all.

The witness withdrew.

Mr. DAVID HAMER called and examined.

Chairman.

71,388. Where do you live?—At Castellydail farm.

71,389. Is that close to this town?—It is less than two miles off.

71,390. Would you kindly tell me, before you begin your evidence, whether you are a farmer, and do you farm your own land?—No, I am a tenant farmer and a county councillor.

71,391. Who is your landlord?—I am under the trustees of the late John Beadnell, Esq.

71,392. Do you mind telling us what the acreage of the farm is?—It would be about 190 acres, including woodlands.

71,393. Have you any objection to stating the rent?—The rent for which I have taken it is 222*l.* 10*s.*

71,394. You have prepared your evidence very carefully; might I ask you to give it?—I am sorry, my Lord, that it is not quite as carefully prepared as I should like it to be, in consequence of being busy at harvest time, and I have really not had time to revise it as I should.

71,395. We are much obliged to you for coming forward at this busy time?—It has been suggested to me that my statement being so long, I should allow some of the general remarks to be omitted.

71,396. We have had a great deal of general evidence, and if there is anything that we have heard over and over again, perhaps you might

Chairman—continued.

pass that over. We shall be very glad to hear anything that is of interest to ourselves or to the neighbourhood generally, but not any very general subjects which we have had threshed out at great length?—Of course that will make the tenor of my evidence appear as if it were a little more personal when I bring the personal points forward and leave the general part out altogether.

71,397. Your evidence will be all the more valuable for that very reason?—The district for which I propose to give evidence is that immediately surrounding Newtown, and extending westward seven miles along the Severn Valley. It is that in which I have spent the whole of my life, and in which my ancestors have farmed for many generations. Its area will be about 30,000, and includes the parishes of Newtown, Llanllwchaiarn, Aberhafesp, and Penstrowed, together with a portion of the parishes of Mochdre, Llandinam, and Llanwnnog. These several parishes have one point in common: they meet in the valley, generally at the river, and extend to the top of the adjoining hills. The valley itself contains some fair grazing land upon the loams.

The principal owners are Lord Sudeley, Edward Davies, Esq., of Llandinam, E. P. Procter, Esq., of Aberhafesp Hall, Wastel Brisco of Newtown Hall, E. A. Whittal Herbert, of Glanhafren, the trustees of the late John Beadnell, Esq., and University College, Oxford. I estimate that there are about 200 farms in this

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Chairman—continued.

district, of which there are not more than six over 300*l.* rental. The usual four-horse farm varies in rental from 100*l.* up to 300*l.*, these containing a portion of the valley and also of the slopes, often running from an altitude of 350 up to 700.

There are comparatively few freeholders in this district. Leases are almost unknown. Tenancies are generally annual, subject to six months' notice. In one portion of this district there appears to have been a peculiar form of tenure which is only to be found in that one spot. It is the hill district running north of Newtown, and usually known as Cefn-mawr, having Aberbechan to the east and Rhydfelin to the west. These holdings numbered from 20 to 30 in Llanllwchaearn, and seven in the parish of Aberhafesp, all together and adjoining Llanllwchaearn. Thirty years ago these small places were nearly all in a state of dilapidation. The occupiers seemed to be holding them for their lives from the lord of the manor and at a nominal rent. At the death of the occupier the lord was prepared to grant a lease for two lives, or 30 years, to the successor on the condition that they put up a new house and kept it in repair. I have never known the lord to repair them. Some were rebuilt but others tumbled down. The seven in Aberhafesp are now reduced to four. Of late years the lord of the manor appears disposed to sell, and has sold several of these to a Newtown butcher who does not rebuild. There is an impression abroad that the lord of the manor has no legal title to these small tenements, and I have been at some pains to discover the ground of this impression. In one of these small tenements there lived a squatter named Pugh who resisted the payment of any sum to the lord of the manor, and there is a well-grounded tradition that upon one occasion the agent of the lord appeared and endeavoured to persuade the old man to pay him some acknowledgment and offered to accept even 6*d.*, but this the old man refused. "Well," said the agent, "cut me a walking stick, let me have something to go away with me." "All right," said old Pugh, and went and cut the walking stick from the fence on the other side of the road, out of his neighbour's fence. Thus the agent was baffled, and the old man was triumphant. The land is in the possession of his descendants to this day, and it is generally supposed that if the other squatters had resisted all demands that the result would have been the same. Were a person who had left the district 45 or 50 years ago to return now he would look in vain for the farmers of that period or their descendants. There are not more than half a dozen instances in the whole district in which the farms are now occupied by the descendants of those who then occupied. Were I to give the names of the farmers of that period it would be found that a great number of families have become extinct so far as the land in this district is concerned. It was not so formerly when one family occupied the same farm for generations, and sometimes for centuries. Farming

Chairman—continued.

in this district has certainly been anything but prosperous. I can scarcely point to an instance in which farmers have retired upon a competency, but I know of several who have received parochial relief. I account for this state of things thus, the district is capable of producing corn of the finest quality. The result was that in days of protection the land was rented high, and that landlords have maintained those rents to the present day owing to the fierce competition which exists for land in this district. This competition comes from farmers in the upland districts of the county, the height of whose ambition is to occupy a farm in the Severn Valley and to be near Newtown. The principal farms are now occupied by such men or their descendants, and, judging by appearance, not with very much advantage to themselves, but with much disadvantage to the land, for being sheep farmers the standard of arable farming has been considerably lowered. As compared with 25 or 30 years I am of opinion that the general state of cultivation is now very much lower.

Farmers in making their bargain with the landlord do not stand upon equal terms. The landlord or his agent are possessed of experience in this respect, but to the farmer it is perhaps the first time for him. The landlord has his printed form of agreement which the tenant is expected to sign as a matter of course. The tenant may succeed in getting promises of certain repairs or improvements, but he must trust to the landlord's words—to mistrust him would be fatal. As an instance I may mention the Caehelin case, where Thomas Lloyd, the tenant, had a promise from the landlord, Mr. T. O. Kinsey, of the Dingle, to put a new roof upon a cow building. The tenancy continued for 17 years, but the new roof had not been erected. Some unpleasantness occurred. Thomas Lloyd was an illiterate man, and before he was aware of it an action was brought against him, and a trial at the assizes for dilapidations, including a new roof on that very cow house, also the cramping of a wall in which there had been a huge crack for more than 30 years. The law suit cost Thomas Lloyd 500*l.*, and thus the savings of a lifetime were frittered away in a month. Anyone passing that place at the present time would see that building cramped, thus closing up the crack or the rent which was in the wall. That has been done since the law suit, and no doubt at the cost of Thomas Lloyd.

Some agents have a very reprehensible practice of not supplying a copy of the agreement to the tenant. Whether it is thought desirable that a tenant should be kept in ignorance of the terms of his agreement or not, or whether the object is to extort a fee, I am unable to say, but I happen to know that it has been the rule upon some estates. As an instance, Matthew Pryce lived at Pendre, Caersws, for over half a century. The landlord was Capt. Crewe Reade, and they were upon the very best of terms. Unfortunately both landlord and tenant were similarly afflicted—a paralytic stroke. The

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estate was managed by the agent, Mr. E. Powell, of Llanidloes. For estate purposes Matthew Pryce was induced in 1882 to remove to an adjoining farm called Maesmawr, taking with it a portion of his old farm. In 1881 Matthew Pryce was served with a notice to quit Pendre; he was served with that notice (*handing in notice*). The intention, I suppose, was not to get rid of him from the estate, but in order that they might accomplish certain re-arrangements on the estate. Pendre was a small farm; I am not quite sure of its rent, possibly it was about 100*l*. Matthew Pryce was induced to take a larger farm on the estate called Maesmawr. A portion of the land from Pendre would also be put to Maesmawr. That farm which he took was rented at 300*l*., but Matthew Pryce at that time was not in a fit state to enter into such an arrangement. It was well known that his infirmity was growing upon him. He entered Maesmawr farm at Lady Day 1882, and in 15 months he died. There was one portion of Maesmawr which had always been farmed according to a peculiar course. That portion is known by the name of "Little London," celebrated for the poverty of its soil; grass will not stand there, and it requires to be ploughed up again every half a dozen years. When ploughed it would be sown with oats, and then turnips, and then it would be grazed, as a rule.

71,398. Under what heading in your statement are you now?—No particular heading. It would be sown with oats, then with turnips, then it would be grazed, and then put down to grass again for about six years; but the agreement which I will put in (*producing agreement*) contained a clause providing that land having been down to grass should not be ploughed, under a penalty of 20*l*. per acre, to be recovered by distress as for rent. As I already said, within 15 months after entry, Matthew Pryce died. It was then found that it was necessary to wind up the estate. The trustees at once informed the agents of this fact, also stating that it would be necessary to have a sale in the autumn, consequently he would not sow any wheat, and that the new tenant would be at liberty to enter and sow wheat. There appears to have been another clause in the agreement unknown to the trustees, and as no copy of the agreement was found in possession of the deceased, it is fair to infer that he had never been supplied with one. This claim provided that the tenant must bring 50 tons of lime each year upon the farm, but as the trustee intended to sow no crop he found no necessity for bringing on the lime. The rent was 300*l*., and that rent being now asked for the farm, no tenant could be induced to take it, but the agent appears to have jumped to the conclusion that the farm had been exhausted in that year and a half of the holding. Arbitration was resorted to, and before the trustee could turn round a claim was made against the deceased's estate for 360*l*., and it resulted in the estate being mulcted in damages and costs at least to the extent of over 100*l*. I believe it was referred to arbi-

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tration. The award of the arbitrators I put in. Unfortunately we have been unable to discover the claim, but I am assured it amounted to 360*l*., there being about 16 acres of land ploughed up in this Little London with a penalty of 20*l*. an acre; also 50 tons of lime, which had not been carted on in the second year—the first year it was right enough. Of one thing I feel sure, that had Captain Crewe Reade been able to attend to his own affairs, nothing of the kind would have been done, and that this action must have been due entirely to the agent.

Then damages from timber falling. I have had four falls of timber during my experience, and never received direct compensation. All agreements provide for the landlord to enter for the purpose of felling timber, and most agreements also provide for compensation to the tenant. But the landlord usually binds the purchaser of the timber to compensate the tenant. The timber merchant very considerably comes to the tenant and offers the small boughs at a cheap rate in consideration of the damage done. This is usually accepted, and thus the merchant has disposed of that which is least saleable, and at the same time prevents a claim for damages being made. I recollect one case which happened about the year 1856 upon Pertheirin Farm, now occupied by Mr. Richard Jones. The tenant then was Richard Pryce. The owner was an English clergyman named Adams, who never saw his property. His agent was the late Mr. John Humphreys, of Berriew, sub-agent, the late Mr. Thomas Mason. In this case a small quantity of timber was felled and sold off for several years in succession, and it appeared to Mr. Pryce as if it were being done to annoy and create as much damage as possible. The timber was loaded and carted through the middle of a field of grain. A fresh load would be taken along a fresh course, thus rendering it very difficult to assess damages. During that year Mr. Pryce's patience was exhausted. He sued the agent in the county court and won his case. The next thing was a notice to quit the farm. But Mr. Pryce was a plucky man. He got hold of the landlord's address and communicated with him. It then appeared that the timber had never been accounted for by the agent to the landlord, who was in impecunious circumstances, and under some financial obligation to the agent. He accepted a money payment from his dishonest agent, and allowed his honest tenant to be evicted. Richard Pryce was afterwards accepted as the tenant of a large farm under Lord Powis, where he lived for 20 years and did well.

Rent, Tithes, Taxes.—Of the various claims upon a farmer there are three which are imperative—rent, tithes, and taxes. They also bear a very large proportion of the farmer's income. Whether the farm has produced them or not they have got to be paid. The two principal items in a farmer's income are wheat and store cattle. These may fall in value, as they have done during the past years, 50 per cent.; still it matters not, the rent must be paid,

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and the landlord thinks he is acting in a very handsome manner if he allows 5 or 10 per cent., and he cannot imagine why the farmers are always grumbling. Labour must be reduced, manure dispensed with, tradesmen must give credit, or perhaps go unpaid, the farmer and his family must endure privation, but the rent must be paid, out of the farmer's capital if necessary. There is really no hostility to the payment of rent as such, as some people imagine. The desire is for a fair rent which shall really represent the landlord's share of the produce of the farm. I often think that if rent could be paid in kind that most of our difficulties would be solved. The difficulty lies in turning the produce into gold. I am often inclined to think that this would be one of the best solutions of the difficulty if it could be done; the difficulty is in turning our produce into gold. If our rents were so many bags of wheat, so many cattle, so many horses, or so many sheep, which represented their value at the time that the rent was fixed, to a great extent this difficulty would disappear. Supposing our rents were to be paid in grapes instead of in gold, the difficulty would be precisely the same; we cannot produce grapes any more than we can produce gold, but if our rent was to be paid in wheat as the standard of business, then of course it would be a happy time for farmers; the difficulty would be solved at once.

Tithe is a permanent charge imposed by our forefathers upon the land only, and at a time when land was the only wealth of the country, and from which farmers as a class derive no benefit. It is stated to be for the support of religion; then it must be for the support of somebody else's religion, because farmers in this district are conspicuous as being Nonconformists. I believe I am correct in stating that in the four parishes of Newtown, Llanllwchaiarn, Aberhafesp, and Penstrowed, with tithe commuted at 1,000*l.* or 1,200*l.*, there are not 10 farmers who attend their parish churches. In fact, throughout the district I believe there are not one in 10 who are Churchmen.

Rates.—In parishes without a school board I do not find any material difference in the amount of rates assessed. Some items of expenditure have been reduced, but others have increased, and there is no doubt we get more for our money than formerly. Still there is a great cry that the rates are high, but I believe this is due rather to the increased difficulty of paying the rates. Last October I was accosted by a farmer of this district in the streets of Newtown. He approached me as a county councillor, and he said, "When are these rates going to be taken off?" "What rates?" I said. He answered, "Well, I understood that the county council were going to get the rates all down." "You ought to be very thankful," I said, "that the rates are not increased; what suggestion have you to make with regard to the reduction of rates?" "Oh," he said, "you spend too much on the roads; the roads will do very

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well for three years without any expenditure." I said, "Then you propose to discharge the labourers?" He said, "Yes, the roads would do very well for three years, without any labour." "Where will you go for the labourers when you want them?" "There is no doubt they will turn up," he said. Yet that very person had taken a farm that previous week at the highest rent that that farm was ever let at.

School boards undoubtedly have been a great burden to some parishes, yet when the parish is exclusively rural the burden is comparatively equal. It is in a district which is rural yet within an urban area that this injustice is chiefly felt. Take the area in which I live, the parish of Newtown and Llanllwchaiarn, where last year this rate amounted to 9½*d.* in the *l.* The rural portion pay one-fourth of the whole rate, yet they have never been able to put a representative upon the board. Out of 1,200 children in attendance at school the rural portion have only 70. These cost to the farmer 3*l.* 17*s.* 1½*d.* a head, while the urban population, with 1,130, cost to the town only 1*l.* 7*s.* 6½*d.* The comparison is still more invidious if we take the largest farm and the largest shop in comparison. Penarth Farm is the largest in the area, and is rated at 315*l.* Its annual turnover will not exceed 800*l.* a year. It employs some seven or eight persons. This education rate last year amounted to 12*l.* 9*s.* 4½*d.*, yet there has been no child sent from that farm during the last 50 years. The largest shop is the Royal Welsh Warehouse. This is valued at 216*l.* 8*s.* Its rate last year amounted to 8*l.* 11*s.* 4*d.* Its annual turnover must be at least 100,000*l.* It employs considerably over 100 persons, who probably have 50 children at school. What wonder that farmers are fighting with poverty while shopkeepers make fortunes, seek titles and honours, and ape aristocracy. I append a table which I have compiled from old ratebooks showing the rateable value of 20 farms in the parish of Llanllwchaiarn in the years 1842, 1847, 1877, and 1893.

[The witness handed in the following table:—]

TWENTY FARMS in LLANLLWCHAIARN PARISH
(their rateable Value).

	Sturkey's Valuation. 1842.	1847.	1877.	1893.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Lower Bryn	144 0 0	158 0 0	139 0 0	145 10 0
Lower Scafell	178 0 0	171 0 0	159 5 0	160 4 0
Cottage	13 0 0	10 0 0	15 5 0	13 10 0
Penybank	12 0 0	8 0 0	12 10 0	12 10 0
Jones, Scafell	116 0 0	116 0 0	108 0 0	96 10 0
Part of Cefn	28 0 0	23 0 0	27 0 0	24 8 0
Upper Scafell	130 0 0	104 0 0	129 10 0	108 0 0
Carried forward	618 0 0	589 0 0	590 10 0	550 10 0

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	Starkey's Valuation. 1842.	1847.	1877.	1893.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Brought forward -	618 0 0	589 0 0	590 10 0	550 10 0
Brynhytyd -	55 0 0	49 0 0	63 0 0	68 6 6
Middle Scafell -	160 0 0	159 0 0	144 0 0	144 0 0
Llwynderw -	56 0 0	46 0 0	66 10 0	66 10 0
Ffridd -	50 0 0	46 0 0	60 0 0	55 16 0
Upper Bryn -	160 0 0	156 0 0	153 0 0	135 0 0
Caecodifor -	66 0 0	82 0 0	80 0 0	60 0 0
St. David's -	20 0 0	20 0 0	54 0 0	49 5 0
Roch -	150 0 0	171 0 0	162 0 0	135 0 0
Dolfor -	78 0 0	87 0 0	76 0 0	45 0 0
Cleddia -	66 0 0	68 0 0	56 5 0	56 5 0
Aberbechan Hall -	280 0 0	325 0 0	246 10 0	220 10 0
Pwllcoch -	26 0 0	20 0 0	29 5 0	29 5 0
New House -	128 0 0	184 0 0	111 10 0	106 4 0
Total -	1,910 0 0	1,932 0 0	1,851 10 0	1,721 11 6

I think that will be a fair type. They were farms, so far as I could find, without any change having been made within that time. Residence in an urban sanitary district also entails heavy sanitary obligations, as we have found it to our cost. Farmers residing mostly from $1\frac{1}{2}$ to 4 miles from Newtown keep the lights of Newtown burning one night every week. They also pay for one-seventh of all the scavenging, scavenging, and cleaning of the town; at the same time they have to attend to all their own sanitary affairs and to pay the cost thereof. Loans have been contracted for the benefit of the town, amounting to 26,606*l.* during the last 15 or 16 years. For 19 years, that is, since the period at which the district was put in its present position—the rural area was included in the urban area—for 19 years this burden has been borne with a good deal of grumbling, but during the last four or five years I have endeavoured to get the boundary of the district limited to the area benefited; my position upon the county council enabling me to safely pilot it through that body, but unfortunately the Local Government Board upset the scheme upon a technicality. We have lately compromised this question by the urban authority undertaking to form an inner and outer district, and to relieve the outer district from lighting and other payments, which will relieve us of about 20 per cent. of our present rates. During this controversy we have been often told that land near the town should bear a portion of the town burdens on account of its increased value, owing to its proximity to the town. As regards agricultural land this proximity is a positive disadvantage owing to the great amount of trespass we receive. But with regard to accommodation land let, say at 4*l.* or 5*l.* an acre, an artificial value is given to it by the towns. I am of opinion that the landlord should only receive its agricultural value, say of 1*l.* an acre, and that the accommodation value should go to the

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maintenance of town improvements. If so, our rates would be very considerably reduced in this area.

71,399. Yes?—In March 1886, a Conference of farmers and landowners or their agents was held at Newtown, of which I was secretary. Its object was to bring landlord and tenant together to discuss the situation, and thus to assist those farmers who were least able to lay their case before their landlords. It was also intended to forestall any agitation which might be promoted by outside persons who had land theories to promote. The result, however, was anything but satisfactory, as the best landlords attended and did their best to meet their tenants, while the poorer class of landlords held aloof and hardened their tenants.

Farm houses are generally in a fair state of repair, but often there is something lacking, either a dairy or water supply, &c.

Labour.—20 years ago labour was at its highest and then was at its ficklest. Servants are chiefly indoors. Very few married men are employed upon farms as they are not provided with cottages. The introduction of machinery has displaced the heavier work. They are not as skilful in their work as formerly. A rick yard was formerly a sight worth going many miles to see. To-day, if a farmer wants a fence properly laid he has to employ an old man to do it. Waggoners formerly took great pride in their teams, stealing all the corn they could for them, and being in the stable early and late. But to-day, if they can get their masters' back turned they are off to kick a football or to some other gathering. I furnish the following table compiled from my father's and my own books to the Conference in 1886. I have now brought it up to date, giving price of farm servants in the district during the last 50 years. You will find it a little further on.

Tradesmen's bills are about 50 per cent. higher than they were formerly. But a town tradesman is very much higher in living than we are in the country.

Valuations.—The agent of one estate usually values upon an adjoining estate, and *vice versa*. The tenant has no choice in the valuer and he generally serves those who employ him. Years ago I was much amused by a land agent inquiring from me concerning a farm he was going to value on the morrow. Of another I have known of him inquiring the way for a farm as if he did not know of its whereabouts. Yet that agent had been passing along the road by that farm for 50 years, and had held a farm for many years not two miles beyond it.

Dairy.—The district has been well known for its salt butter, the market for which was Shrewsbury. The quantity made is not more than a fourth of what it was 30 years ago, and is rapidly dying out. Several pupils from this district have been to Sylfaen Dairy School, but as there does not appear to be any demand for that make of butter they are no better off. Three years ago a

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demonstration was held at Newtown when the demonstrator spoiled her butter before her audience by over-working it. Skim cheese is still made, but only just enough for the use of the family. Its market value is 2*d.* to 3*d.*, formerly 4*d.* to 5*d.*

Cattle.—The old native smoky-faced breed of Montgomeryshire cattle have given place to the Hereford. These are chiefly brought to market in store condition, the bullocks at two years old. There was a good demand for these by the midland counties graziers a few years ago. I have good reason to believe, judging from our local fairs as well as from personal knowledge, that cattle have deteriorated of late years. This I think will be due to adverse seasons as well as the penurious condition of farmers.

Sheep.—Sheep farmers were nearly ruined by the fearful attack of sheep rot which took place in 1879–80. I believe that there were only three farms between Newtown and Llanidloes that escaped the calamity. Since then, however, sheep farmers, more especially those who have good sheep walks attached to their farms, have done better than any other class of farmers, owing to the high prices they have obtained for their store ewes and wethers.

Pigs fluctuate in value very much. Two years of paying prices will so increase their numbers that we shall then have a succession of half a dozen years of unremunerative prices. This causes farmers not to go in very largely for pig keeping.

Poultry is no doubt at the present time one of the best paying branches of farming. There is double the quantity kept now to what there was 30 years ago.

Horses.—We have evidence that the Romans kept horses in this district, but we do not claim to have any connexion with them. There is, however, a tradition that Queen Elizabeth kept stud at Park Farm, which now belongs to the University College, Oxford, and to that circumstance may be attributed the fact that the district has long been celebrated for its horses. Forty years ago the farmers had the best teams in the country, to-day the brewers have them, thus showing the relative prosperity of the two businesses. At Welshpool there has existed a society for some years to introduce the best shire stallion. Two years ago they hired "Vulcan" for a season at 1,000*l.* To the larger breeders of horses this has, no doubt, been a great gain, but to the smaller ones the risk has been too great. The district of that society has only just bordered upon this district. Of late years Lord Sudeley and Edward Davies, Esq., have contributed to bring horses into this district for the benefit of their tenants, and, no doubt, to their advantage, but to the tenants of small landlords this has been a disadvantage, because it has kept other good horses out of the district.

Landlord and Tenant.—The relationship is on the whole friendly, to the extent that landlords recognise the advantage that property has its

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duties as well as its rights. This district suffers severely from absentee landlords. I estimate that fully nine-tenths of the rentals received are transferred to landlords residing elsewhere, and I fear that some who are resident are under the necessity of living upon a tithe of their rents. The old Welsh squires living upon their estates have nearly died out, and have been succeeded by Englishmen, who with their English sympathies prefer London society to the quiet life of a Welsh estate. The rentals thus being spent in London it is but natural that labourers should flock to the town, in accordance with the saying "that wheresoever the carcase is there will the eagles be gathered together."

Why not leave? It is often asked why farmers instead of losing money do not leave their farm and go elsewhere. The answer is—Where are they to go? I consider that those who are born in Wales are Welshmen and have a right to live in Wales, and if the laws made in an English Parliament, composed chiefly of English landowners, are unsuitable to the wants of Wales, then the lesser must give way to the greater, and the laws of Wales must be adapted to the requirements of the people of Wales.

I have been a farmer for 31 years, and I have kept books during that time, and during the last 12 months I have taken upon myself to go through the whole of my accounts during that time, spending my leisure hours in endeavouring to furnish the Commission with a table which will bear looking into. I have reduced it into six periods, and I have taken five periods of six years each, and one year, the year 1893, I have taken alone. The different periods are 1863 to 1868, 1869 to 1874, 1875 to 1880, 1881 to 1886, 1887 to 1892, and last year 1893 has been added. I am taking a typical farm in this district, supposed to be just what I have described, having a portion of the valley and also a portion of the slope. I suppose that farm to produce the same amount of produce each year for the 31 years. Then the prices are the average prices which I have calculated and brought together from my books. The price is what I stick upon, the other is simply to show the results. I suppose that farm to sell 80 bags of wheat in each year, 20 bags of barley, 10 bags of oats, and it is supposed to rear six bullocks (two year olds), then the young cattle are kept on, and eventually they are sold as cows. Then I suppose two to be fat cows, two I suppose to be cows and calves, and two barrens. Then, it being a farm which I suppose to be without a sheep walk, there is a stock of ewes bought every year, lambs fed upon them and sold off, and the ewes eventually sold. I put nothing down for the ewes sold, because my experience is that it is generally as much as we can do to get our money back which we paid for them, after keeping those ewes 12 months, the profit being the lambs and the wool. I suppose that farm to have fed and sold 50 lambs. The wool I suppose to be 240 lbs., the butter something like 7 tubs, amounting to 800 lbs. That farm in the first period of six years would produce

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417*l.* 14*s.* 6*d.* Allow me to explain one thing. I have not introduced either horses or pigs in this table, those are two items of income. The reason is that I find it impossible to tabulate them. Horses fluctuate in value and fluctuate in quality, one year we have a good horse, another year we have a screw. Pigs are very much the same; we do not sell them at any particular age the same as we do cattle. As I have said, in the first period that farm would make 417*l.* 14*s.* 6*d.*; in the second period ending in 1874 it would make 426*l.* 15*s.* 5*d.*—a slight increase; the third period, ending with the year 1880, including the two bad years of 1879 and 1880, 402*l.* 14*s.* 2*d.*; the following years, 1881 to 1886, would amount to 383*l.* 16*s.* 8*d.*; in 1887 to 1892 to 331*l.* 5*s.* 4*d.* Last year, the most disastrous year in my experience, it would amount to 266*l.* 16*s.* 6*d.* Now I divide this into two periods, the first three periods I take to establish a standard. They were the first 18 years of my farming, and I spent those 18

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years upon the same farm. The last 13 years I have spent upon another farm, my present farm. Taking the average of the first 18 years, it would amount to 415*l.* 14*s.* 8*d.* The average of the last 13 years would amount to 350*l.* 11*s.* 5*d.*, showing a deficit each year for the last 13 years of 65*l.* 3*s.* 3*d.* Comparing last year alone with the average of those previous 18 years, I find there was a deficit last year amounting to 148*l.* 18*s.* 2*d.* I will hand in the table I have been referring to, and I should explain that the part at the foot is the table which I have already referred to as containing the wages given to four servants during each decade in the last half century. You will kindly understand that those are all indoor servants, kept in the house.

71,400. Yes?—It will be seen from the table of wages that there is a slight decrease in the last decade as compared with the previous one.

(Witness handed in the following table:—)

A TABLE showing the fall in the value of agricultural produce for five periods of six years each, 1863 to 1892, and compared with 1893. A farm is supposed to dispose of the same amount each year at the prices quoted, which are those realised by myself during that period. Horses and pigs are omitted owing to the difficulty of classification:—

	1863-8.	1869-74.	1875-80.	1881-6.	1887-92.	1893.
	<i>£</i> <i>s.</i> <i>d.</i>	<i>£</i> <i>s.</i> <i>d.</i>	<i>£</i> <i>s.</i> <i>d.</i>	<i>£</i> <i>s.</i> <i>d.</i>	<i>£</i> <i>s.</i> <i>d.</i>	<i>£</i> <i>s.</i> <i>d.</i>
Wheat, 80 bags	25/- = 100 0 0	27/1½ = 108 10 0	22/8½ = 90 16 8	18/2½ = 72 16 8	15/10½ = 63 10 0	12/6 = 50 0 0
Barley, 20 bags	22/1½ = 22 2 6	24/- = 24 0 0	24/5 = 24 8 4	20/3 = 20 5 0	18/4½ = 18 7 11	19/- = 19 0 0
Oats, 10 bags	18/1 = 9 0 10	20/6 = 10 5 0	18/6 = 9 5 0	17/4 = 8 13 4	16/5½ = 8 4 7	14/- = 7 0 0
Bullocks, 6	12/4/2 = 73 5 0	11/9/8 = 68 18 0	11/18/0 = 71 12 0	12/19/2 = 77 15 0	10/19/6 = 65 17 0	7/3/6 = 43 1 0
Fat cows, 2	16 <i>l.</i> = 32 0 0	17/3/6 = 34 7 0	16/15/0 = 33 10 0	16/4/4 = 32 8 8	13/9/7 = 26 9 2	11/14/0 = 22 8 0
Cows and calves, 2	14/13/4 = 29 6 8	12 <i>l.</i> = 24 0 0	11/9/0 = 22 18 0	17/9/0 = 34 18 0	13/5/0 = 26 10 0	8 <i>l.</i> = 16 0 0
Barrens, 2	11/10/0 = 23 0 0	12/15/- = 25 10 0	11/12/6 = 23 5 0	11 <i>l.</i> = 22 0 0	11/2/6 = 22 5 0	6 <i>l.</i> = 12 0 0
Lambs, 50	27/8½ = 67 14 6	27/10½ = 69 13 9	27/11 = 69 15 10	27/- = 67 10 0	21/6 = 53 15 0	21/3 = 53 2 6
Wool, 240 lbs.	1/6½ = 18 15 0	1/8½ = 15 15 0	1/1 = 13 0 0	10 <i>d.</i> = 10 0 0	10 <i>d.</i> = 10 0 0	9½ <i>d.</i> = 9 5 0
Butter, 800 lbs.	1/0½ = 42 10 0	1/1½ = 45 16 8	1/1½ = 44 3 4	11½ <i>d.</i> = 37 10 0	10½ <i>d.</i> = 35 16 8	10½ <i>d.</i> = 35 0 0
	417 14 6	426 15 5	402 14 2	383 16 8	331 5 4	266 16 6

	Bailiff.	Waggoner.	Cowman.	Dairymaid.	Total.
	<i>£</i> <i>s.</i> <i>d.</i>	<i>£</i> <i>s.</i> <i>d.</i>	<i>£</i> <i>s.</i> <i>d.</i>	<i>£</i> <i>s.</i> <i>d.</i>	<i>£</i> <i>s.</i> <i>d.</i>
First decade, 1845-1855	8 10 6	6 2 6	1 18 7	3 2 0	19 13 7
Second decade, 1855-1865	14 7 0	12 10 0	7 2 3	5 5 6	39 4 9
Third decade, 1865-1875	16 3 6	15 0 0	10 3 6	8 4 6	49 8 0
Fourth decade, 1875-1885	18 2 0	17 15 0	9 5 0	9 9 6	54 11 6
Fifth decade, 1885-1895	18 16 8	17 11 9	8 0 0	9 0 0	52 8 5

That will close my general evidence, my Lord. 71,401. Have you not something else to tell us about your own personal experience?—Yes.

71,402. I think we will go on with that now?—Very well, my Lord. My father entered Werddu Farm, which is situate in the parish of Aberhafesp, in 1858. He was selected by the late General Proctor out of 35 candidates. The farm was only open from half day on Saturday until Monday afternoon, and my father was selected. I state that simply to show the rush that there was after the farm. It was an uncle of mine who was the previous tenant. General Proctor died in 1859. The estate was left in

trust for many years, the management being in the hands of the late Mr. John Humphreys, of Berriew, a local land agent. In July 1862 there occurred a bye election for the county of Montgomery, and the trustees of the estate caused it to be known that the tenants were at liberty to vote as they chose, the voting being open at the time. The result was that the tenants with one exception all voted for Captain Tracy, the Liberal candidate. This appeared to give offence to the Proctor family. Soon after the election the estate was thrown into Chancery. Before this was done a promise was made to my father, upon the taking of the farm, to erect new buildings

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on my father's farm. I should say the farm had been re-adjusted: a portion of the home farm had been put to the small farm, and that was the condition of things. There were not sufficient buildings on the farm for the requirements of it. In consequence of the estate being tied up in the court, this promise was not fulfilled for several years. In December 1862 my father died, leaving my mother, myself, and my sister, and we carried on the farm for several years. The farm had not paid my father. There was extensive game preserving on the whole estate, and along the upper portion of our holding there were extensive plantations or woods which were a harbour for rabbits to a large extent. The vermin came out of the woods to feed upon our crops of corn. Every year we were there we suffered considerable damage. In a hot summer at the beginning of the seventies, there was a field of oats of five acres, three acres of which were totally destroyed by the rabbits, and the remainder considerably damaged. I appealed for compensation but failed to get it. Two years later wheat was sown upon the same field. Rabbits had commenced to ravage this field, and I appealed to the agent, Mr. Humphreys, and he told me to get two good farmers to value the damage. This was done, the damage being estimated at 12*l.* odd. I presented the valuation to Mr. Humphreys, and he referred me to the sporting tenant, the late Mr. R. D. Gough. The sporting tenant's reply was that he could not entertain the claim, that it was for that purpose he paid rent and took the place. I estimate my loss to the field of oats at about 40*l.*, as I had to purchase seed oats at 26*s.* per bag, oats being scarce at the time. I was collector of income tax then, and the commissioners charged Mr. Gough under Schedule D, which was for profits derived from the sale of rabbits. I produce the schedule. (*Witness produced schedule.*) The farm was bounded on the south by the River Severn, and the best land was on the banks of the river, which year by year cut away a considerable quantity of land; my estimate of the loss was about a quarter of an acre per annum. I appealed several times to the agent to protect the land against the damage from the river, and his reply almost invariably was, "We have no money: the estate is in Chancery." In or about the year 1870, however, a weir was constructed, it was a huge wooden box filled with stone and gravel. I hauled with my team about 150 tons of material. I was allowed nothing for it. This weir only answered the purpose of saving the land in its immediate vicinity. In 1878 the present landlord came into the estate, and the property was taken out of court. Mr. John Humphreys soon afterwards resigned the agency, and Mr. William Salt, solicitor, of Shrewsbury, became agent. In September 1879 there was a new agreement issued and submitted to the tenants, but in consequence of certain restrictive clauses the whole of the tenants refused to sign the documents. Shortly after I had an interview with the agent upon

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the question of the encroachment of the river, and he promised to send a surveyor to look over the land, which he did on December 17th of the same year. On February 5th, 1880, Mr. Proctor and Mr. Salt went over the farm and informed me that the survey showed a loss of about nine acres of land, for which they proposed to lower my rent 27*l.* 10*s.*, that being about 3*l.* per acre, as that was the best land on the farm. The whole farm was rented at 39*s.* per acre. My rent was thus reduced from 247*l.* 10*s.* to 220*l.*, for which I thanked them. They were accompanied by the estate bailiff Owen. They then went to another farm. The tenant of this farm, when asked a question with regard to a field or anything of the kind, was unable to reply, whereupon Mr. Proctor said to Mr. Salt, "This man 'knew as much too little as the other man' (referring to myself) 'knew too much.'" Mr. Salt replied, "This is the man for you and me; this 'man' will do what we want him; the other 'will want to be our master.'" In six months time the other farmer was distrained upon and sold up. On April 9th following there occurred an election in this county, Mr. Stuart Rendel (now Lord Rendel) being the Liberal candidate. It was well known that I was an active supporter of Mr. Rendel. A few days before the election Mr. Proctor (who is a Conservative) came to me and asked me to remain neutral, as he could not trust me if I promised to vote for the Conservative. He also said that I ought not to refuse him after what he had done for me. I thanked him for what he had done, but said that I could not comply with his request, because I had been a member of the Liberal Association from its formation, and was a party to the invitation to Mr. Rendel to contest the county, and that it would be dishonourable for me to then hold back. On the evening of the election Mr. Proctor told one of his tenants that he was glad to say all his tenants had done right except that "— Hamer." On April 30th I attended at Aberhafesp Hall to pay my rent, when I found that I was being charged at the rate of 5*l.* more than what I had been informed by Mr. Proctor and the agent would be the future rent. I called the agent's attention to this, when he said, "You are always 'disputing this 5*l.*'" I said, "Pardon me, sir 'I never mentioned it to you before.'" His reply was, "Yes, you did, in my office at Shrewsbury." I said, "I am sorry you are mistaken, 'as I have never been in your office, nor do I 'know where it is.'" I was not allowed any per-centage as the other tenants were, although my loss upon the farm that year would amount to very near the rent, and those losses were well known to my landlord and his agent. I will enumerate the three principal ones: one was, I had a valuable mare, a mare valued at 60*l.*, drowned in a bog. Mr. Proctor saw her and knew all about it. I had 10 acres of standing wheat, a splendid crop, in that disastrous year 1879, which sprouted in its standing, rendering it unfit for bread. Then I had also lost half of my sheep by the sheep rot. The whole of my

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losses that year would certainly amount to about 200*l*. I subsequently appealed to them to make an allowance towards the depression, but all in vain. The other tenants were being allowed 10 per cent. on their rents; on one rent they were allowed 15 per cent. The allowance made to me did not amount to 10 per cent. It was 22*l*. out of 247*l*. 10*s*., so that it would be less than 10 per cent. On September 25th I gave notice to quit, as I found that the other larger tenants on the estate were being sold up one after another. The two principal tenants that year were sold up. After receiving the notice Mr. Proctor said he should be very sorry to lose me, that I was the best farmer on the estate, but that he could not make me any allowance, but would keep the farm open for me until Christmas, in order that I might stay on unless I could suit myself. The farm was let on December 4th at the rent of 225*l*. The new tenant was allowed an abatement of 15 per cent. at the two next rent audits, just the very thing that was refused me. I consider that the refusal of abatements that had been made to me was on account of my political principles. That is my evidence.

71,403. You have great opportunities of going amongst farmers in this district?—I am familiar almost with every farmer.

71,404. You know very well the district of these 30,000 acres which you have given us an account of?—I have been in it all my life, and I represent a large portion of it now upon the county council.

71,405. What is your opinion about the condition of farmers at the present time in your neighbourhood?—They are in very straitened circumstances.

71,406. Do you hear them complain of their rents?—Almost universally.

71,407. How much have the rents gone down in this district?—Some individual farms have been reduced, but there has been no general reduction.

71,408. There has been no general reduction whatever?—No.

71,409. In the last two or three years the farmers have had a very hard time to pay their rents?—Yes, during the last two years in particular. I will give you special reasons, my Lord, if you wish. Our cattle is sold as store cattle; rearing cattle is our chief business; we cannot feed them; we can only rear them. Every farmer rears as much as he can. He has got to start his rear two years before he can sell them. During the past two years, that is, 1892 and 1893, both of which were years of drought, we had not the usual quantity of grass. The result was that the English graziers, who generally buy from us, did not come here. Our cattle were left upon our hands. Therefore we had got rather a heavier stock than usual upon the farms, with very much less food. The result is that the cattle have deteriorated considerably, and have been stunted in their growth.

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71,410. Do you find amongst the farmers a general uneasiness and state of apprehension about what is going to happen?—Decidedly.

71,411. There is a sort of general uneasiness?—Yes.

71,412. Do they think that they can go on paying their way and paying the same rents as they are paying at the present moment?—There is a general impression that there must be something done, and that the rents will have to come down considerably.

71,413. There is a general impression that the rents must come down?—Yes.

71,414. But you say there has been no general permanent abatement up to the present time?—No, unless there were some special circumstances, such as that a farm might be difficult to let, or something of that kind.

71,415. Do the farmers think that the landlords are likely to meet them?—No. They have tried in every possible way to get the rents reduced—at least, they will not meet them satisfactorily. I will give you an instance. In January last year, 1893, two of Mr. Proctor's tenants came over the river to me and asked me to draw up a memorial to Mr. Proctor, and I was to tell him in the memorial that nothing less than 20 per cent. of abatement would do. I asked for a few hours to think the matter over, and said that I would endeavour to satisfy them. I drew up the memorial and delivered it at the place appointed. They met, and I was told that they did not alter more than one word in the memorial—it answered exactly what they wanted. The memorial was sent to Mr. Proctor, but instead of getting 20 per cent. they only got five.

71,416. The general run of tenants would be very glad to go on with their holdings if they were fairly rented in their opinion?—Decidedly.

71,417. They have a great affection for their holdings in many instances?—Decidedly. Every tenant, if he is worth anything, is fond of his farm—he loves it.

71,418. And there would be a great disinclination to quit their holdings?—A very great disinclination.

71,419. Under those circumstances, if it is as you say, that the landlords have declined to make any permanent reduction, what are the tenants looking forward to—what hope have they in the future?—Some look for a court, others look for protection.

71,420. We will take protection first. Is that general; is there much desire for protection in the neighbourhood?—There is a feeling among a class, but I believe they are the most ignorant class.

71,421. As regards a land court, what is their wish? They do not wish a land court, I suppose, in any way to interfere between good tenants and good landlords?—By no means.

71,422. They do not wish to disturb in any way the good feeling which we have seen exists over and over again in the Principality?—It is generally supposed that a land court will do more by its moral effect—by the indirect effect—than by the direct effect. The existence

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of a court will cause most of the disputes to be settled without going into court. It is generally thought now that a farmer has to fight his battle with his back to a precipice, and if he is beaten it is all over with him, he is ruined; but if a land court is behind him he fights with a wall at his back, that is to say, in future he will be able to fight his battle out with his landlord without going to a court at all, and if he has that behind him the landlord will then concede to him what he would not concede without it.

71,423. They look upon it not as a matter to create friction or bad feeling?—Oh, no.

71,424. But only as a last resource?—Yes, as a last resource.

71,425. If the landlord and tenant cannot agree they should have some tribunal to go to, where a fair rent can be fixed?—Yes. It is very often compared with the county court; the county court is a very good institution, but keep out of it.

71,426. We have been told on the other hand, many times, that the first result of a land court would be that all the landlords would immediately go and live in London or in Paris, and would never come back or live upon their estates, or take the smallest interest in them. Have you that opinion of landlords?—By no means.

71,427. You think they have a higher sense of duty than that?—Yes, I think they have a higher sense of duty than that. They are obliged to look after them, they cannot help it; they must do so.

71,428. And besides their sense of duty you think it is to their interest to remain on their estates and look after them?—Yes.

71,429. Do you remember the Hares and Rabbits Bill being passed?—Yes.

71,430. Was it said in this neighbourhood that if that Bill was passed and became law the landlords would not reside on their estates. It was said in England?—I do not remember hearing it here.

71,431. But that has not had the slightest effect on the landlords in the district?—Not the slightest. Every tenant wishes to assist his landlord as regards sport.

71,432. As regards game, no tenant has the slightest objection to providing a certain amount of legitimate sport for his landlord?—They are anxious to create sport.

71,433. But they object to a double rent?—They object to a double rent.

71,434. And they object to a sporting tenant?—They decidedly object to a sporting tenant.

71,435. And they decidedly object to him all the more if he refuses to pay compensation in case of damage?—Yes.

Mr. Richard Jones.

71,436. Do you wish to make the decision of the land court binding?—Decidedly it would be no use without that. I think there are three things in regard to the land court; it must take evidence, give a decision, and enforce it,

Mr. Richard Jones—continued.

71,437. And the jurisdiction of the court should extend to the fixing of rents and the settlement of any dispute that may arise between landlord and tenant. Is that so?—Every dispute, not only between landlord and tenant, but between neighbour and neighbour. There are often cases of trespass between neighbour and neighbour which I would refer to that court. Anything concerning the land I would refer to it.

71,438. For what period do you think the rent should be fixed?—I would not limit it to any period.

71,439. You would give power of appeal to either party?—I would give power of appeal to either party, but I think that that power of appeal should be limited.

71,440. In what way?—I think the land court's decision should be final; that there should be a land court in this county. Power of appeal to London would be ruinous to the tenant, and it would enable a landlord of means to carry the case into a higher court in London, which would be ruinous to the tenant.

71,441. You misunderstood my question. When I asked you about fixing the rent for a certain period you said that you would not fix it for a certain period?—No, I would leave it indefinite. I think that was a mistake in the Irish Act, fixing it for 15 years. Fifteen years is too long. I would certainly allow them to be revised oftener than that.

71,442. Yes, that was my question?—Yes.

71,443. Do you fix any period for the revising of the rent. I should leave that optional to the court. I should like the court to have as much liberty as possible to adapt itself to the circumstances. It is almost impossible to have one code for the whole kingdom, or for the whole of the Principality.

71,444. Supposing that the prices fluctuate, would you give power to the landlord or to the tenant to go to the court whenever they like?—Yes.

71,445. Even every year?—Of course; but if the court saw that the thing was coming too often they could very soon decide that.

71,446. But you think that possibly neither party would go to the court unless there was a pretty good foundation for a claim?—Not unless they had a good case.

71,447. Do you think there is anything that differentiates the case of the Welsh from the English tenant farmer?—I think there is. I have had some experience in Shropshire, and comparing Montgomeryshire and Shropshire together, I think that the Montgomeryshire farmer is tied very much closer to the land than the Shropshire farmer. The Shropshire farmer generally keeps his hunter and associates with his landlord in following the hounds. There is nothing of the kind in this county. In the district which I represent you will never see a farmer following the hounds.

71,448. You think the gulf between a tenant farmer and a landlord is greater in Montgomeryshire than in Shropshire?—Yes, decidedly.

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Farmers and landlords live closer together in Shropshire, and are farther apart in Montgomeryshire.

71,449. Is there anything else?—Well, there may be something in the race and language.

71,450. And religion?—Yes, decidedly.

71,451. In politics?—Possibly in some instances.

71,452. Of course you have stated that there is a good deal of difference in their social relations?—Yes.

71,453. Do you think that there is any difference on the question of labour between Welsh farmers and English farmers?—Yes. I think that the Welsh labourers as a whole are more intelligent than the English labourers, especially when we see the Englishmen coming here to seek work, and especially such as I have seen in Shropshire. I have been on Shropshire farms, and I have been in some parts of Shropshire 30 years ago or more. I have been a good part of my time at school there, and I know a good deal of them.

71,454. Do you think that the Welsh farm labourers are paid better than English labourers?—Yes, decidedly.

71,455. And consequently it adds to the working expenses of the farm?—Yes. Ever since I can remember South Wales has been a kind of working man's emporium; all our surplus labour clears off there, and it keeps it limited here.

71,456. You think that the coal and iron industries cause the wages of the farm labourers in Wales to be higher than they are in England?—Decidedly.

71,457. Is there anything else do you think?—I do not call it to mind just now.

71,458. Has there been a considerable migration of farmers from this district?—Several farmers have gone from this district into Shropshire, and they are almost invariably doing well.

71,459. They do not return?—They do not return; neither do Englishmen thrive here. I think there is only one English farmer living in this district now. We have had a few Scotchmen, but they are all gone.

71,460. When did the Scotchmen come down here?—About 20 years ago.

71,461. Between 1872 and 1876?—Yes.

71,462. Was their style of farming suitable to the district?—No.

71,463. You have made no reference to your present tenancy?—That I have no desire to do.

71,464. Do you say that your occupation is satisfactory?—I can scarcely say that it is satisfactory, but at all events it is friendly. I do not wish to disturb those friendly relations.

71,465. Is it a fact that you have been served with a notice to quit during the present tenancy?—Well, it is a fact. Of course I do not wish to open that question at all. There are a good many points in it which I would rather not entertain.

Mr. Richard Jones—continued.

Very well, I will not pursue the matter further.

Mr. Grove.

71,466. Have you found many cases in which new tenants have had allowances made and abatements made that were refused to old tenants?—My own case is an instance. My successor told me himself that he was allowed 15 per cent. at the two first rent audits, and I left the farm simply because I could not get that.

71,467. You say that copies of agreements are not always given to farmers, I think?—That is so.

71,468. Do you think it is not very reasonable that a copy of the agreement should be given, and that it should be offered as a matter of course free of cost to a farmer when he enters into negotiation and takes the farm?—Decidedly. I see no reason why it should be withheld.

71,469. Do you think there is sufficient labour on the land?—No.

71,470. Are there sufficient cottages to accommodate the necessary labour, as a rule?—We do not keep our labourers in cottages hardly anywhere in the district; but I think that 50 per cent. more labour ought to be used upon the land. The less remunerative points, such as weeding and trimming the fences, and so on, are being neglected.

71,471. Those would be the first naturally to feel it, would they not?—Yes.

71,472. You say generally speaking the land carries too many burdens?—Yes.

71,473. You gave us a suggestion of personal property, I think; was not that your suggestion?—Yes.

71,474. Do we understand you to say that you would agree with rents being fixed, or that you think they might be fixed upon the prices of agricultural produce?—I know of no other basis.

71,475. A sort of sliding-scale arrangement?—If a sliding scale could be framed it would be the most satisfactory of all, but of course there is considerable difficulty in framing one.

71,476. We have had evidence as to that plan being adopted, in fact we have agreements put in in which that plan is adopted?—Yes.

71,477. The price of wheat, barley, and oats is taken and added up, and there is a basis then for the rent, and the rent goes up and down according to the variation of those prices?—Yes.

71,478. But in the altered state of agriculture in consequence of wheat not being grown at a profit at all probably we should have to enlarge the scale by putting in other articles of produce?—Yes, quite so.

71,479. Did you suggest that a landlord might be paid by produce?—Yes.

71,480. That is going back to the old days of barter almost, is it not?—Yes.

71,481. It would be rather awkward, would it not? Does it not occur to you that it might

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involve a great many considerations which would be almost impracticable?—It might be awkward, but it would be more just.

71,482. But if you were to fix the rent upon the prices obtained for agricultural produce probably you would get the same principle at work, would you not?—Yes, quite true.

71,483. You say there was a conference held in 1886?—Yes.

71,484. I will just read you a short extract which I have here:—"Why should agriculturists not follow the American plan of holding conferences in each county. Some of the leading States of the Union provide funds for these conferences, which are termed farmers' institutes. They are attended in hundreds of cases by the very best men in the country in order that every subject of interest may be threshed out." Do you think conferences of that kind—county conferences—would really be useful to the farmers?—There is no doubt they would.

71,485. Do you think farmers would meet each other in a sympathetic and generous manner?—Is there not rather a feeling of distrust among farmers themselves?—It is very great in the district.

71,486. Do you think these conferences would be likely to break that down?—Eventually they probably would do so.

71,487. And bring about a more friendly spirit amongst farmers, which seems to be very lacking?—It is very much lacking—they are different to any other class of people.

71,488. Now as to your accounts, I am sure the Commission are very much obliged to you for the trouble you have taken. These quantities which you have put in your table are in a measure estimated?—Yes.

71,489. But the prices are the actual prices that you yourself have realised over these various decades?—Quite so.

71,490. Suppose we take for a moment 1863–68; you realised, we will say, 417*l.* 14*s.* 6*d.*, and your labour that year cost you 19*l.* 13*s.* 7*d.*; therefore the net result, taking the labour off the total, was 398*l.* 0*s.* 11*d.*?—I think you have made one error there; it was not 19*l.* 13*s.* 7*d.* at that period, but it would be 49*l.* 8*s.*

71,491. Yes, you are right. I see that your labour table does not run in the same way as the other—your years are different?—The two tables have no connexion with each other at all. They are simply put there for convenience.

71,492. I am much obliged to you. But the result is this, that from 1863 to 1868 wheat was realising 25*s.* a bag, and it now realises 12*s.* 6*d.*?—Yes.

71,493. And that the prices of produce would give you a total in those years from 1863 to 1868 of 417*l.* 14*s.* 6*d.*, whereas it now only gives you 266*l.* 16*s.* 6*d.*?—Yes.

71,494. And the labour has at the same time gone up?—Yes.

71,495. So that it would make a serious difference of something like, we will say, 40 per

Mr. Grove—continued.

cent.?—Labour and school board rates and tradesmen's bills I put down as having advanced.

71,496. You have not put those in the table?—No.

71,497. So that other matters have gone up in the same proportion as your labour?—Yes.

71,498. So that it would make a very serious difference, we will say, roughly speaking, a difference of 40 per cent. less in the receipts?—Yes.

71,499. I think you said that the brewers have the best teams, and the farmers have very bad teams?—Yes.

71,500. Have the farmers done anything towards helping the brewers to buy the best teams?—There is no doubt some of them have.

71,501. They are not teetotalers like I am myself?—No, nor like I am.

Mr. Grove.

I am very glad to hear that you are.

Mr. Richard Jones.

71,502. Speaking of the agents in the neighbourhood in general, do you think that they are qualified to occupy the office which they hold?—Some of them are.

71,503. Do you consider a lawyer a desirable man as an agent?—By no means. He is one of the very last men I should choose.

71,504. You consider it indispensable that a man should have some knowledge of farming?—That he should have practical knowledge. I say that he should be a farmer, or he should be in fact farming. I do not say he should be a farmer so much, but he should be farming, and he should know really what the land does produce, and know really what the position of a farmer is, but with regard to a lawyer, he would be too theoretical and too technical in his points. In fact, it would frighten a farmer at once to do with a lawyer.

71,505. In cases where lawyers are employed how is the question of valuation or reduction of rent dealt with; do they employ a valuer?—Yes, they always employ someone else. I have known instances in which a lawyer would actually say that the farm was cheap enough, and that he could find 100 tenants for it. I have known such a case as that. Of course that was entirely in his own mind; he valued it himself. Perhaps he had a prejudice against the tenant, and would like to remove him.

71,506. Have you received any abatement or reduction in the rent of your place?—At present, do you mean?

71,507. Yes?—Yes, I have.

71,508. Of what amount?—Well, it has varied. I think in the year 1886 I was promised an abatement of 10 per cent. for three years, and I had it. I think that two years ago my rent was reduced to 210*l.*, and I may say it is now at 200*l.* I think that is limited to three years. It is practically a 10 per cent. reduction at present, although I have not had it continuously. I think that is about the mark at present.

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71,509. Was it in answer to an application?—Yes.

71,510. Did you apply for a specific amount?—No, my application was indefinite. Of course my landlord is managing the estate himself at present, and it is all in conversation; no letters were passing.

71,511. Were you satisfied?—Well, it was as much as I could get, so that I had to be satisfied.

71,512. You had to accept what he chose to give you?—Of course.

71,513. You have had no dispute with your landlord, have you?—No. In fact, I may add that during the past two years he has done what was not done during the previous part of the tenancy. I may say that during the past two years he has spent 50*l.* on the farm. He has done several things which I had applied for previously during my tenancy and failed to get. One thing, I may say is, he has sunk me a pump, which a farm in that position should never be without, but I had a difficulty in getting it. About two years ago, that is, a twelvemonth last May, it was put up.

71,514. How did you get water previously?—There was a tap in the house from a running stream.

71,515. Did he charge you any interest?—No. He put up a Scotch barn for me this summer. He has found the material, and I have done the work.

Chairman.

71,516. There are a few questions handed up which I must trouble you with. The following questions are from Mr. Martin Woosnam: "Do you know that farmers borrow money from banks and other sources to enable them to carry on?"—Well, it would be rather difficult for me to say that I know, but I believe they do.

71,517. "You have spoken in your evidence of the Aberhafesp Estate?"—Yes.

71,518. "Have there been many changes on this estate since you left?"—Yes; I think, with two or three exceptions, the farms are all changed.

Mr. Richard Jones—continued.

71,519. Within what period?—Thirteen years, some of them twice over.

Chairman.

71,520. Mr. Martin Woosnam's questions continued: "Do you know whether there have been any political evictions on this estate?"—There are one or two that are supposed to have been political.

71,521. "Do you know whether any preference is given to Churchmen over Nonconformists in the letting of farms on this estate?"—Well, I should have said a few years ago, that there was none, but apparently during the past few years there appears to be, judging from the

Chairman—continued.

effect—that every farm seems to be filled by a Churchman.

71,522. A few questions are handed in by Mr. J. E. Vincent: "Mr. Salt, the agent, is dead, is he not?"—Yes.

71,523. "Who were the two principal tenants who were sold up?"—I can give you their names, but I think it would be better not to.

71,524. You think you had better not. I will not press that question. "You say Mr. Proctor's treatment of you was dictated by political motives, do you not?"—I infer that from his treatment, and from the fact that by simply following the dates there was an altered attitude towards me from the time of my refusal to remain neutral at the election. I have been very reluctant to look upon it as that, but judging by that, and Mr. Proctor's course ever since, I am fully confirmed in my own mind that it must have been political.

71,525. "Do you know that your successor on the farm is a prominent Nonconformist?"—Yes.

71,526. "And was a prominent supporter of Mr. Rendel before he secured a seat in Parliament, independently of votes?"—I do not know that he supported Mr. Rendel.

71,527. "Do you deny that the rents on Lord Sudeley's estate have been reduced 14½ per cent. on 56 farms?"—I do not deny it, but I have no personal knowledge that such is the case.

71,528. You do not know anything about it?—I will state this, that the only reference I have made to Lord Sudeley's estate is that they have been met there as they have been, I think, upon no other estate in the district. The allowance is 20 per cent. on each rent audit, and I believe that every encouragement is made when they have a good tenant to keep him and make the best of him. I believe I have stated that. It has been managed better during the present agency than it has been before during the present century. I have lived close to the estate all my life.

71,529. "Do you deny that Mr. Proctor has made permanent reductions?"—I do not deny it. I believe that there has been a permanent reduction upon the Fachwen, but for a very good reason, that the Fachwen was intersected with preserves and small woods here and there full of game. I know that Mr. Philipps, the late tenant, was very much impoverished there, and I believe the rent has been reduced to the present tenants.

71,530. Mr. Vincent's questions continued: "Can you suggest any way in which a land court could compel a tenant dissatisfied with the rent fixed to remain in his holding?"—No, my Lord, I do not know of any way in which he can be compelled.

Mr. Grove.

71,531. As to that question of Mr. Vincent's, if a court were to decide to fix the rent for a period of three or five years would not that be

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Mr. D. HAMER.

[Continued.]

Mr. Grove—continued.

binding upon both parties?—Well, I should say it would.

Chairman.

71,532. Mr. Vincent's questions continued: "The hounds which hunt here are called the "United Pack, are they not?"—They do not come

The witness withdrew.

Chairman.

71,533. I wish to take this opportunity of expressing the regret which Lord Kenyon feels at being unable to be present here to-day. He has taken a very active and important part in our proceedings, and it is with great regret I have to announce that owing to severe domestic affliction he has been unable to be in his customary place with us to-day. I feel certain he has the sympathy of every lady and gentleman in this room under the circumstances.

I should like also to take this opportunity to say that the Commission desire me to express, as chairman, their grateful thanks to the gentlemen of all classes and grades for the invariable courtesy that has been shown to us during our visits to the Principality of Wales and to Monmouthshire, as well as for the assistance which has been afforded to us in our endeavours to obtain evidence in this important inquiry which must be of great value to us and to the country at large. We have been very much assisted by gentlemen in Wales.

I may add that the amount of work we have accomplished, through the good nature of witnesses who have come before us, has been very large. It is generally understood that the quantity of work got through in a full day's sitting in a court of law means about 450 folios of shorthand notes. On the first day's sitting at Denbigh the official transcript was quite 1,100 folios, and on the second day at Denbigh it was no less than 1,400. This means that two days' work at Denbigh represents six full days' sittings in a law court. We are glad to hear that Mr. Towell, the official shorthand writer, has given all possible assistance to the gentlemen of the press, whom I wish to thank very much in the name of the Commission for the length and accuracy of their reports, which have been circulated in the different newspapers, which

Chairman—continued.

into my district—into the district for which I have given evidence.

71,532A. "Is this pack largely supported by "farmers?"—It may be. I know nothing about it. They do not hunt in the district for which I have given evidence at all, and I am not a hunting or a sporting man myself.

Re-ex-
amined
71,561.

Chairman—continued.

reports have been of immense value to us as Commissioners.

I should like to say that since the issue of the Royal Commission on the 1st April 1893, 80 public sittings for the purpose of taking evidence have been held, of which we held six in London, and the remaining 74 in different parts of Wales and in Monmouthshire, and now we have gone through the whole of the Principality and Monmouthshire. On 23 occasions out of those 74 the Commission sat in two separate rooms, thereby practically doubling the quantity of evidence received on those days. I believe the total number of witnesses examined at these sittings is something like 1,100.

The Commissioners will hold supplementary sittings at each of the following places, the dates to be hereafter fixed: at Carmarthen for South Wales, and at Newtown for North Wales; for the purpose of taking the evidence of those witnesses who were prevented from being heard by reason of want of time or harvesting operations, and of any other witnesses who may submit written proofs to the secretary 14 days before such sittings, and whose evidence the Commissioners deem of sufficient importance to be heard.

The Commissioners, therefore, having held public sittings for the reception of evidence in all the counties of Wales and in Monmouthshire, do not propose to hold any further sittings for the taking of evidence out of London, with the two exceptions that I have just mentioned.

In conclusion, I have once more to express the respectful and grateful thanks of the Commission, over which I have the honour to preside, for the invariable courtesy we have received from all classes and conditions of men in the Principality of Wales and in Monmouthshire. (Applause.)

Mr. EDWARD BERNARD PROCTOR called and examined.

Chairman.

71,534. You wish to give some rebutting evidence?—I wish to rebut distinctly that I am influenced as regards my tenants either in political or religious matters. I am sorry Mr. Hamer should have thought it was affecting him, for it was not. It is many years ago since this happened, and I had only newly come into the property, and, of course, I was to a great extent unaccustomed to it, and I had to trust a very great deal to my advisers. As a

Chairman—continued.

proof of it, his successor, as we have shown just now by a question handed in, was a strong Nonconformist and a supporter of the Liberal party. As regards there being anything of the sort going on now, one large farm has been held for some considerable period, nearly all the time by a Churchman; it is held by a Churchman now; that representation is therefore unchanged. As regards another place that I have only lately let, which has always previously been occupied

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Mr. E. B. PROCTOR.

[Continued.]

Chairman—continued.

by a Churchman and Conservative, it is now let to a leading Nonconformist. I have not taken the trouble to ask what his political opinions are, but I fancy that they are Liberal. I do not think I will trouble the court about

The witness withdrew.

Major CHARLES EDWARD BEADNELL called and examined.

Chairman.

71,535. Do you wish to rebut anything?—I understood Mr. Hamer to say that he had had notice to quit. He has had no notice to quit that I am aware of. If he has had notice to quit it must have been from somebody who had no authority to give him notice to quit.

71,536. You are Mr. Hamer's landlord, I believe?—I am trustee, my Lord, and I am also the agent at the present time. Mr. Hamer has made another error with regard to his acreage and his rental. He stated his rental at 222*l.* 10*s.*, whereas I did all I could for him and reduced it. When I say I did all I could, I am only trustee; I reduced it to 200*l.* This was last year. He said his acreage was—

71,537. 190 acres?—Yes, 190 acres. His acreage is close upon 200, and there is no enclosed woodland at all now. Under previous tenants there was a considerable acreage that was enclosed, but that is now all available to Mr. Hamer for grazing. May I proceed?

71,538. Go on, if you please?—Mr. Hamer said that the cultivation generally around is much lower. That is certainly the case on Mr. Hamer's farm, but I cannot answer for the neighbouring district. Then as to breaking promises, he does not accuse me of breaking promises, but I have broken no promise with him that I am aware of. He does not state all that we have done for him; he states everything on his own side; and I may say that the more one does for Mr. Hamer, the more he grumbles, so that it is very hard to know what to do. He is one of 13 tenants, and he is the only one that appears here. No other tenant has ever made any complaint. I was in Mr. Hamer's presence only a very few days ago, and he never even had the courtesy to tell me he was coming before your Commission to give evidence, so that, of course, I cannot produce much in the way of figures or evidence. Part of his farmhouse has always been part of our family's residence where we used to come in the summer, and that has been given over to Mr. Hamer.

71,539. How long have you been agent?—I think I took it over about four years ago.

71,540. Then there is a notice to quit produced?—If so, it was never given with the authority of the trustees, I believe.

71,541. There is the notice to quit: "We, the undersigned, give you notice to deliver up with peaceable possession all the messuages," and so on; that is dated March 1885. You know nothing about that?—May I be allowed to see it?

Chairman—continued.

anything else. I only wished to rebut that, to show that there is nothing of the kind in existence now.

I am pleased to say that I am on very friendly terms with all my tenants.

Chairman—continued.

71,542. Certainly. That is the notice to quit which Mr. Hamer says he received. (*Handed to witness*)?—That was done apparently by the previous agent, for what reason I cannot say. I never saw the paper before. That agent is not now doing the agency.

71,543. Then that proves what Mr. Hamer said?—That proves what Mr. Hamer said. I apologise to Mr. Hamer for tackling him on that point.

71,544. That is all you have to say?—That is all I have to say.

71,545. A question is handed in by Mr. Martin Woosnam, "What expenditure has Mr. Hamer not referred to or given you credit for?"—I do not think I made any mention of expenditure, my Lord.

71,546. I think that refers to the statement of his being a complaining tenant?—Merely the improvements done on the farm—all improvements are done on the farm by the landlord. I have a list of those, but not here. I can easily send it in. I mean to say all the improvements that are done are done by the landlord. No improvements are done by the tenant. Mr. Hamer, of course, is only a recent tenant—during the last few years. I forget what year he came in, but I think it was 1881.

Mr. Richard Jones.

71,547. It was 1881?—Yes.

Chairman.

71,548. The question is this, are there any improvements that you have made on the farms, independent of those acknowledged by Mr. Hamer to have been done?—I think not, without going over my books. He has mentioned the few that have been done in the last two or three years. Previously to that, of course, improvements have been made—many improvements since my grandfather bought the farm. I mean to say large sums have been outlaid upon the farm. I can produce all those particulars if they are required, and also the rental in my grandfather's time, before any railway ran into the country, it was higher than it is at the present time—when Newtown was almost a hamlet. The rental was then 216*l.* and the rental is at the present time standing at 200*l.*

71,549. Were those improvements done during Mr. Hamer's tenancy?—Certainly not. The improvements that have been done during Mr.

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Major C. E. BEADNELL.

[Continued.]

Chairman—continued.

Hamer's tenancy have only been done by myself, I think, since I took over the agency, which was about three years ago. Previously to that time there was an appointed agent, but when I retired from the Service I thought it would be much more satisfactory to the tenants that I should do the agency myself, and so bring myself into contact with the tenants, and I am happy to say that I am upon the most friendly relations, not only with all the tenants upon the estate for which I am trustee, but with my own few tenants and the tenants of another small agency that I do.

71,550. So far as I can see, Mr. Hamer has fully acknowledged the improvements you have done for him?—Yes, but Mr. Hamer still states that his farm is rented too high for him. I consider that the farm is now under-rented, even at present valuations. It is very unpleasant for an agent or a landlord, whenever he goes to receive his rents, to be told, "These rents are paid, but they are not made out of the farm."

71,551. Have you offered to submit the question to a valuation?—I have not offered to submit the question to a valuation, because I consider that I am perfectly capable of judging myself the value of the farm.

71,552. He will say the same—that he is perfectly capable of judging of the value of the farm?—Certainly, and as I have told Mr. Hamer, I have reduced the farm, as a trustee, as low as I can; having done that it is not the custom for us to give notice; if he is dissatisfied with his farm I think the honest course for him to pursue is to give me notice to quit. I can find 100 tenants, very much better tenants than Mr. Hamer, and I do not see why the rent should be further reduced for him. I am only a trustee acting for nine others; those others are brothers and sisters, some of them working hard abroad and they have to live. If the farm is over-let, surely Mr. Hamer can give the farm up to me and let me find a tenant who is willing to pay the rent. I do not wish Mr. Hamer to go by any means, if he will farm properly and if he will farm it without grumbling. If he would only give a little more time to his farm, and a little less time to going about to the county council, it would be much better for him and much better for me.

The witness withdrew.

Mr. DAVID HAMER recalled and further examined.

Chairman.

71,561. Is there anything you wish to say, Mr. Hamer?—I think, my Lord, you have seen the notice to quit which I received.

71,562. Yes?—I received it from the agent of the estate in the name of the trustees of that estate.

It was not my intention when I came here to say anything whatever with regard to Major Beadnell or my present landlords. I think you

Mr. Griffiths.

71,553. I am sorry I was not present to hear this evidence, but am I to understand that you object to tenants coming forward before the Commission?—Not in the slightest. I am only too pleased that they should do so.

71,554. But you say that he is the only one who has come before us?—Because he is the only one who has ever expressed dissatisfaction to me, and I think, as a matter of courtesy, Mr. Hamer might have given me notice that he was going to give evidence before this Commission, when I could have been prepared with my books and figures and everything else in due course. I think that might have been done.

Mr. Richard Jones.

71,555. Would you go so far as to say that, because the other tenants do not grumble, they are satisfied with their conditions?—I would so, moreover—

See 75,52
and 76,750
76,811.

71,556. Would you kindly answer that question; would you go so far as to say that because the other tenants do not complain to you they are satisfied with their conditions?—More than satisfied—more than satisfied.

71,557. Are you sure that they are not afraid of being punished in some way or other if they came and complained to you?—I am sure that they know me too well. They have known me and my father, and my grandfather.

Mr. Grove.

71,558. This county is largely an agricultural county, is it not?—I do not quite understand you; in what sense an agricultural county? It is in the same sense as any other county.

71,559. Not so, because some other counties are dotted about everywhere with industries?—I beg your pardon; I now understand. It is almost entirely an agricultural county.

71,560. Then if so, who is to attend to county council work if the farmers do not?—That, I am afraid, is no business of mine. If a farmer can farm well and do the county council too I should think it is an excellent thing, but I think a county councillor should not give up the whole of his time to the county council and leave the farm to take care of itself.

Chairman—continued.

will notice from the evidence that I gave I carefully abstained from saying anything about them, and I told the Commission that I had no wish whatever to say anything. Whatever has come out has come out in cross-examination. Consequently, there is no act of discourtesy towards Major Beadnell in my not informing him I was going to give evidence. I never intended mentioning his name.

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[Continued.]

Chairman—continued.

Then, with regard to my position as a farmer. I acknowledge my farming has not been what it ought to have been. During the first three years that I was in the farm I farmed well. I invested at least 150*l.* in the farm in those three years, but then I received that notice to quit. There has been a want of confidence from that time to this, which want of confidence during the last two years in which Major Beadnell has undertaken the agency I think he is helping to get rid of. But there has been during the whole of the nine years of the previous agent's time a want of confidence. That notice was given, I may state, because I received a new agreement. I will produce it. (*Witness handed in agreement.*)

71,563. The date of this agreement is the 3rd October 1884?—That was the date upon which I signed the agreement. It was first sent to me in the previous February.

71,564. Was there anything in it that you objected to?—Yes, there were certain clauses in it as to which I asked Captain Beadnell, from whom I received it—the agent at that time was Thomas Rees—to reconsider it. One was clause 11.

71,565. That clause is as follows:—“All weeds, docks, thistles, and nettles shall be spudded or otherwise destroyed before going to seed. Not less than two-thirds of the land shall always be in grass, not reckoning the sheep walks or friths, and the tenant shall manage and cultivate the whole with a view to its progressive and permanent improvement”?—It is the centre of that.

71,566. “Not less than two-thirds of the land shall always be in grass”?—Yes, that not less than two-thirds of the land shall always be in grass. I had 17 acres short of coming to that. I did not object to putting that 17 acres to grass, but I objected to being compelled by the agreement to do so, and to do it without any compensation. That was the basis upon which I objected to it. I wrote to Captain Beadnell. Also there is a restrictive clause which I objected to.

71,567. Which restrictive clause?—I ought to have a copy of the letter I sent. I believe it is here.

71,568. Is the clause you refer to the one about not selling hay and straw, and so on?—No, it is at the close; there is a penalty of 10*l.* for the infringement, which may be enforced at the option of the landlord. It is a penal clause, I should say, not a restrictive clause.

71,569. Is it the clause which is written in?—No; there is a penal clause there somewhere.

71,570. “Should the tenant commit—”?—Yes, that is the one.

71,571. “Should the tenant commit or allow a breach of any one of the foregoing conditions he shall be subject to a penalty of 10*l.* as liquidated damages, or double the value of the injury done, at the landlord's option; and all cases not herein-before provided for shall be regulated by the custom of the country;

Chairman—continued.

“and all valuations between parties, and all claims with reference to the construction or non-fulfilment of covenants, shall be settled by two referees or their umpire; and if either party refuse to name a referee within 10 days after a notice in writing from the other the referee of the party requiring a reference may proceed ex parte, and his decision shall be final and be made a rule of court.” Is that what you refer to?—I objected to that. I received no answer but that notice to quit—that was the answer.

71,572. That was a year after you went into the farm?—It was three years after I went into the farm, and it appeared to me that that was intended to keep me out of the benefits of the Agricultural Holdings Act—an Act in which I had never any confidence. Then I did object also (although I did not mention it in the letter to him) to the compensation schedule. I felt a strong objection to it. It is optional with the landlord whether I get compensation or not. If you will allow me to see the agreement I will read the words. I wish to call your attention to clause 28, “Provided that none of the clauses or conditions of this agreement shall have been unfulfilled, transgressed, or evaded in any way, the landlords will compensate the tenant, upon quitting, for or in respect of his outlay during the last three years as follows”—then follows the scale. It appeared to me that it is optional with the landlord whether I should get compensation or not; consequently there was no room for improvements. If I effected any improvements it would all depend upon the landlord's goodwill whether I got any compensation or not.

71,573. You refused to sign that agreement?—Yes.

71,574. You got notice to quit?—I did not actually refuse to sign it. I asked to reconsider it. I have a copy of the letter with me.

71,575. Then you got notice to quit?—Then I got notice to quit. Those are the circumstances. Then again the schedule itself I considered was not satisfactory. I have the list by me. I made a scale in this way. I was at the time paying 20*l.* a year for lime, and I applied that to the scale, and I found that if I kept on for 10 years, when leaving I should get one year's compensation, that is, 20*l.* would be my compensation for using 20*l.* worth a year of lime. But Mr. C. J. Morris, a gentleman who is here to-day, had an agreement in which it amounted to 53*l.* 15*s.*: the Shropshire Chamber of Agriculture would have allowed 43*l.* on their scale; the Newcastle Farmers' Club have three classes in their scale; the first class would have allowed 90*l.*, the second 70*l.*, and the third 50*l.*, whereas the agreement which I was called upon to sign merely allowed 20*l.*

Mr. Richard Jones.

71,576. I think according to the Glamorganshire custom you get 60*l.*?—Those were the circumstances under which I had notice to quit. I

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Mr. D. HAMER.

[Continued.]

Mr. Richard Jones—continued.

may say in addition, that you will notice this, that although it is dated the 3rd October 1884, we came to terms with the agent about the last week in July. Three days after that time a neighbour came to my house. It was on the Saturday in the same week. He had been to Llanidloes Fair, and he was in a great hurry. He said "I have been informed to-day at "Llanidloes Fair that you were leaving "Castellydail." "No," I said, "I am not." "Well," he said, "a person asked me to come "with him to see the farm." I said to him that there was no truth in it, that I had come to terms with my landlord that week; but the person who asked my neighbour to come with him to see the farm said to him that Mr. John Jenkins, solicitor, Llanidloes, had told him to go to Mr. John Davies, who was the agent for the farm, and he could have Castellydail Farm. That was three days after I had accepted the farm. It appeared to me then that Mr. John Davies or Mr. John Jenkins—either member of the firm—had this other person in view, and they were anxious to get me from the farm in order to accommodate that other person; and from the treatment I have received during the agency of Mr. Davies, I cannot do otherwise than come to the conclusion that he has either had that person or another at my back all those nine years. I find it is impossible to farm under such circumstances. I would have left then if I could have seen my way, even though I had put 150*l.* into the farm. Since then I have applied many a time to Mr. Davies for abatements, and for this repair or the other. I applied for a new pump. I have a letter in my possession—very probably it is here—in which

Mr. Richard Jones—continued.

he said I could not have the pump unless I agreed to pay 7 per cent. interest. Not only so, but many letters have been addressed to Mr. Davies to which I have never received a reply, and when I have had a conversation with him the landlord was always represented to me in the darkest colours, and I have no doubt from what I have recently heard that I was also represented in the darkest colours to the landlord, and their minds were prejudiced against me. Thus I think, my lord and gentlemen, you will find that I have no reason to be grateful to any lawyer as an agent.

I have one other remark to make. My landlord has reflected upon me as being a county councillor. Well, I think so far as the public and the ratepayers in this county are concerned they will answer that question—they know my position as a county councillor. I assure you, my Lord, that owing to my position as a county councillor my farm has never been neglected. If an important engagement on the farm and a meeting of the county council had clashed, the county council has had to give way. But I am glad to say that I am not the only farmer upon the county council, and that the county council of Montgomeryshire to-day would not be what it is and would not be as practicable and economical as it is, were it not for the farmers. I am glad to say that our county council is composed of all classes, and from the first I have endeavoured so far as I can to see that the county council shall not be a duplicate of the quarter sessions, but that it shall be what it was intended to be—representing all the classes of the county. I think my conduct upon the council will bear investigation.

The witness withdrew.

Adjourned for a short time.

The Venerable Archdeacon THOMAS called and examined.

Professor Rhys.

71,577. You are the Venerable the Archdeacon of Montgomery?—Yes.

71,578. You wish to make a rebutting statement?—I do.

See 67,659. 71,579. With regard to some evidence given by Mr. David Evans, of Tynnewydd, at Llanfyllin?—Yes, and also to correct a statement made by the Vicar of Bwlchycibau at the same meeting. I have only a newspaper report of that meeting, and I will quote from that report:—"Mr. Evans "made a speech on one occasion in the school-room of Meifod with reference to the tithe "question, and Mr. Wynn afterwards saw him, "and was rather hot about it. He gave Mr. "Wynn the paper containing his speech, and "after reading it he came down and said he "(the witness) had not been saying things quite "so bad as he had been told. Archdeacon "Thomas saw Mr. Wynn on the day following "the meeting, and he thought the Archdeacon "was at the root of the matter, but he could

Professor Rhys—continued.

"not prove it." That is the evidence I intend to rebut.

71,580. Out of what paper have you read that?—The "Oswestry Advertizer." The statement is an unscrupulous one; it was an untrue statement, and it involves an impossibility. It is unscrupulous, because he drags me in, as I am sorry to say the clergy have been very often dragged into this matter, with the purpose of creating prejudice, I believe, in the eyes of the people; and, though he could not prove the statement, he nevertheless throws out the implication. Now, it is untrue, because I did not even see Mr. Wynn that day, much less did I speak with him; and, moreover, it is impossible, for he was more than a hundred miles away; Mr. Wynn was at that very time in Nottinghamshire.

Then the statement I wish to correct is that of the Rev. J. W. Thomas, of Bwlchycibau, who was in charge of Meifod at that time. He

See 67,711

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The Ven. Archdeacon THOMAS.

[Continued.]

Professor Rhys—continued.

stated at the Llanfyllin meeting that it was impossible for me to be there because I was in residence at St. Asaph. As a matter of fact it was during my time of residence that this occurred, but I came over specially to meet the tithe payers and discuss the question with them in the schoolroom. The matter had clearly escaped Mr. Thomas' memory, as indeed it had escaped my own until I looked it up. That it is the fact that Mr. Wynn was in Nottinghamshire, I ascertained yesterday, for I telegraphed there to ask whether he was at home at that date, and the reply came: No, he went on the preceding day to Thursby Park. Therefore, though the statement of the vicar of Bwlchycibau that I was at St. Asaph is not correct, the statement that it was impossible for me to have spoken as I was supposed to have spoken to Mr. Wynn is correct, for the reason I have already given.

Chairman.

71,581. Is that your statement?—That is all I have to say.

71,582. There are some questions handed in by Mr. Woosnam: "You admit that the reverend gentleman from Bwlchycibau gave the Commission an inaccurate statement at Llanfyllin?"—Yes, inaccurate so far as my not being present at the meeting, though as a matter of fact he did not state that. What he said was that I was in residence and that I could not have spoken, but of course what he implied was that I was not there.

71,583. "You say Mr. Evans' statement was unscrupulous?"—Yes.

71,584. "But you characterise the reverend gentleman's evidence as an error?"—Yes.

71,585. Then the question from Mr. Woosnam is, "Do you think this is fair?"—I think it is very unfair on his part to bring in a statement of that kind when there was no ground for it.

71,586. But both the statements apparently, according to your own showing, are in error, and what is now put to you is this: "You say Mr. Evans' statement was unscrupulous, but you characterise the reverend gentlemen's evidence as an error; do you think this quite fair?"—Fair in what way?

The witness withdrew.

Mr. W. FORRESTER ADDIE recalled and further examined.

Chairman.

71,592. You are agent to Lord Powis?—Yes.

71,593. And, I think, we have had the pleasure of hearing you before?—Yes.

71,594. You wish to give some rebutting evidence?—Yes. I have made every effort to trace the facts so as to put before the Commissioners a full and accurate statement, but with the short time at my disposal, and being under

Chairman—continued.

71,587. Do you think it quite fair to describe those two errors in that way?—Well, the first assumed that I have been in the habit of interfering between landlord and tenant, which is not true. The other was an error of memory on the part of Mr. Thomas, who was my curate at the time. As a matter of fact, it was during my residence in St. Asaph, but it escaped his memory that I had come over purposely for that meeting; in fact it had escaped my own memory until it was brought to my mind.

71,588. Then Mr. Woosnam asks: "Did you not inform Mr. W. Wynn that his tenants were taking part in the tithe agitation?"—There was no need to tell Mr. Wynn. He was there on the spot until the day of that meeting.

Mr. Richard Jones.

71,589. Had you any discussion with Mr. Wynn respecting the payment of tithe?—I have no doubt I had. He was my chief landowner and my churchwarden.

71,590. Was any reference made to David Evans, of Tynewydd?—Not that I know of, but I did not see Mr. Wynn for months after this. I was away at St. Asaph for three months.

Chairman.

71,591. I have had a letter from the Rev. J. W. Thomas saying that he made a mistake, and one from Mr. Griffiths to the same effect, but I do not think it is necessary to read either letter. One more question is sent up by Mr. Woosnam: "Did you discuss with Mr. Wynn the propriety, or otherwise of his tenants refraining from taking part in the tithe agitation?"—I looked upon the matter as a landlord's question. I considered that the tithe commutation agreement was between the clergy and the landowners, and that if they made three-cornered arrangements with their tenants they were the responsible persons—that our agreement was with them. Here is a report of what I said at the meeting; if you like I will hand it in (*producing paper*); but I repeat that none of this took place (as was stated at Llanfyllin) on the day following the meeting, and that, remember, was the point brought forward as Mr. Evans' grievance.

Chairman—continued.

the disadvantage of not having clearly all the dates and names given by the witnesses of their alleged grievances, it has been difficult to make this statement so complete as I should have desired.

LLANFYLLIN SITTING.—Mrs. Ann Owen, 39, Eversley Street, Liverpool:—A rent of 5s. per annum was first paid for the Waen tenement, in

See 67,116.

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[Continued.]

Chairman—continued.

1829, by Ann Morris, and it is true that witnesses' father left his interest to his second son, Joseph Morris, and he repaired the house. Joseph Morris, junr., married twice, and died about 28 years ago, leaving two sons and two daughters. After Joseph Morris' death his second wife remained in the house for 12 months, she being only step-mother to Joseph Morris' second son. The step-mother sold everything in the house, not leaving one single thing, and even took the grate out of the house and put it into a neighbour's field. The second son above referred to, being only 14 or 15 years of age, under these circumstances went to Thomas Roberts, who was living at Pengwern fach, about a mile away, and asked him to come and live with him. Roberts at first refused to do so, but after repeated applications from the poor boy, who was left without a bed to lie upon or a single article of furniture in the house, Thomas Roberts consented to go and live there, finding the roof in a terrible condition and nearly every pane of glass in the house broken. Thomas Roberts went to live there with my predecessor's (Mr. Newill's) approval, agreeing to pay the rent to the boy, and the boy (Joseph Morris) undertaking to pay a small acknowledgment to Thomas Roberts for his board. He lived with the Roberts' for six years, and then died of consumption, Mrs. Roberts nursing him during the last 12 months of his illness. The boy failed to pay his rent, no doubt owing to his ill-health, and was in arrear at the time of his death one year and a half, amounting to 3*l.* 15*s.* Thomas Roberts then applied to Mr. Newill for the tenancy direct, and Mr. Newill made a special journey to Waen to see Mr. Roberts, as Mrs. Owen had represented to Mr. Newill, at the Estate Office, that the Roberts were only lodgers. After Mr. Newill had heard both sides of the case, and had viewed the premises, he decided that Thomas Roberts was by far the worthier successor of the poor boy Morris, who had been so cruelly neglected by Mrs. Owen.

Mrs. Mary Williams, Pencraig:—I am not able to trace that Robert Evans, the father of this witness, was ever tenant to Lord Powis, but I believe he held his tenement under the late John Roberts and the late Edward Jones, who rented successively Cwm Llanafon Quarry with the cottages from Lord Powis. Her father did not rebuild the house, put a new roof upon it, or do any repairs to the house. Mary Williams' sister left all the fences and house go to rack and ruin, and the neighbours complained to Mr. Edward Jones, both as to her conduct and the state of the fences. Mary Williams' husband applied to Edward Jones for the place, but was refused in consequence of his sister-in-law's conduct and bad character. Lord Powis had nothing whatever to do with the refusal, Edward Jones being his Lordship's tenant, though it is only fair to add that probably he would have refused the application under such circumstances. The tenement was left in such a condition that it was afterwards sub-let to William Roberts, of Henstent, for one year rent free. It is not true

Chairman—continued.

that the furniture was put out on the road, and some of the furniture remained in the house all the time Roberts held the place. The house was then uninhabitable, and before John Watkin, the present tenant of the house could use it, he had to repair it, being allowed timber in the round by Lord Powis to do so. The tenancy under Edward Jones' representatives only ceased at Lady Day, 1892.

Mrs. Mary Evans, Tynycelyn:—Rent began to be paid in 1819, but the only other facts of the case I have been able to ascertain are that Mary Evans' husband made an application for Tynycelyn, but as he already occupied a larger place at the same time it was deemed desirable to let to another applicant, Thomas Lewis, who had recently been married, and who afterwards proved a very good tenant.

Mr. Edward Edwards, Waen Cottage, Bulchycibau:—A lease was granted to Joseph Edwards, grandfather of Edward Edwards, of the Waen Cottage and land for 99 years, if the said Joseph Edwards, or his son Joseph Edwards, father of Edward Edwards, should so long live, and is dated September 29th, 1861. This lease expired on the death of Joseph Edwards, jun., on the 11th of May 1886. Mary Edwards, wife of Joseph Edwards, jun., and mother to Edward Edwards, became tenant to Lord Powis by a yearly agreement dated 27th August 1886. During his mother's life Edward Edwards applied to me for the tenancy, but I distinctly told him I could not entertain his application in consequence of his conduct and my personal knowledge of his habits. In 1893, being from her great age unable to manage the place any longer, and also owing in a great measure to her son's conduct, who lived with her, she desired to be relieved of her tenancy, and I sent one of my assistants to the Waen to discuss the matter with her; the result was that she agreed to give up possession, and that the place should at once be let to a tenant approved of by me; and she signed a paper to that effect. Shortly afterwards she died, and as her son continued there, and consequently possession of the premises could not be given, the proposed arrangement for letting it was abandoned. Soon afterwards the tenement was sold by Lord Powis, and all deeds and papers relating to the property were handed over by Lord Powis's solicitor to the purchaser. In my rebutting evidence given on the 10th instant I had forgotten this fact, and was under the impression that the written authority above mentioned was in my possession. There was an arrear of 16*l.* 6*s.* 3*d.* due from Mary Edwards, which was forgiven and wiped off against her. Edward Edwards, his wife and family, while living with his mother, so reduced her that she was obliged to seek and obtain parish relief. Mary Edwards finally gave up the tenancy on the 16th of June 1893, having for some time previously removed to Llansaintffraid, out of the way of her son, and to be properly looked after. Edward Edwards stated before the Commissioners that he had neve

See 67,164

See 67,210

See
67,139 and
65,131—
65,132.

15 September 1894.]

Mr. W. F. ADDIE.

[Continued.]

Chairman—continued.

Chairman—continued.

been summoned before the magistrates or convicted. Below follows a list of his appearances,

the date, the offence, and the convictions:—

Where at.	Date.	Offence.	Punishment.
Llansaintffraid petty sessions.	March 6, 1885 -	Disorderly, and refusing to quit licensed premises, on the complaints of William Hughes, the landlord, Cross Keys Inn, Bwlchycibau.	Fined 6d. and 26s. 6d. costs.
Llanfyllin	April 7, 1885 -	Convicted for being drunk and disorderly - - -	Fined 5s. and 9s. costs.
Do. - - -	April 1, 1887 -	Trespassing after game; complainant, Wm. Jeffrey Vaughan.	Fined 2s. 6d. and 10s. costs.
Llansaintffraid petty sessions.	Aug. 5, 1892 -	Committed breach of the peace - - -	Bound over, with 11s. 6d. costs.
Llanfyllin	April 24, 1894 -	Convicted for an assault upon Evan Jenkins -	Bound over for six months, and 11s. costs.

And this list would seem a sufficient justification for attempting to rid the district, even by forcible eviction, of such a disgraceful character.

Mr. William Ellis, Pengorhwrwysfa, Llanfyllin:—William Ellis had no claim whatever to the cottage built at the Bryn. Tenancy was over and over again offered to brother and sisters of late tenant (Humphreys), if they would undertake to reside in the cottage, which, from partial occupation, was fast going out of repair, and the cow-house was tumbling down. After being repeatedly offered to family as described above, and their declining to reside in it, it was eventually let to present tenant, with a view to supplying labourers with cottages belonging to the adjoining farms. The present occupier is a labourer at Greenhall Farm. He has repaired the house and built a new cow-house, being assisted to do so by Lord Powis, the rent remaining the same as when let to the Humphreys family. It is not true that William Ellis saw me at my office in 1891, or that I referred him to a clerk; he saw me personally in 1893.

LLANFAIR SITTING.—Reverend Edward Griffith, Lower Hall, Meifod:—At Glas Cwm, quite an outlying portion of the estate, there are six or seven cottages belonging to Lord Powis. All the tenants or their ancestors had leases given to them, mostly at the beginning of this century, one of which only expired three or four months ago. This accounts for the admitted bad state of repair in which these cottages are, and I had this portion of the estate in my mind when referring to the question of leases, clause 21, of my evidence in chief. It would be extremely foolish for any landowner, as a reasonable investment, to build new cottages in this part, it being very difficult of access, and if consolidation took place it would result in fresh grievances from each tenant so disturbed.

Mr. Griffiths made a false insinuation and gave the Commissioners an entirely wrong expression with regard to the circular now put in. The Commissioners will see that the circular was intended to aid me in preparing my evidence, and accurately obtain from the best of all sources, the tenants themselves, the length of their own or their families' tenancies. The

replies of each tenant can also be put in if the Commissioners so desire it. Mr. William James, of Tanyffridd, the only man entrusted, beyond the postman, with the distribution of these circulars, absolutely denies the accusation of Mr. Griffiths, that he said they were intended to "forestall" the Commission, and an inspection of the document will at once refute such a charge. With reference to the wholesale innuendoes made by Mr. Griffiths against me in connexion with my religious and political convictions, I regard myself as being quite as free to hold such, as I consider Mr. Griffiths is free to hold his. But when Mr. Griffiths seeks to insinuate that I use such in my position as agent for Lord Powis, to aid the Church, or a particular political party, I do, unequivocally, deny such a statement, and am able to further state that I have never, upon any single occasion during my life, canvassed any tenant of Lord Powis's or any one else in the interest of any political party, or have I ever, in selecting a tenant for his Lordship's estate, made any reference to such an applicant's political or religious opinions, and I challenge Mr. Griffiths to prove any case to the contrary. I do not know the religious or political opinions of Lord Powis's tenants, but should certainly think, in the Welsh districts especially, a large proportion of them are Liberals and Nonconformists. It seems reasonable to suggest to Mr. Griffiths, when speaking of agents interfering with Church and political affairs, that it is just as logical to ask Mr. Griffiths not to interfere with the duties of agents, and I cannot end this portion of my statement without expressing my painful regret that Mr. Griffiths should have given the Commissioners such a very low opinion of his countrymen, and have been so ungenerous, unmanly, and inaccurate as to have accompanied his statement with so many groundless accusations.

Mr. Evan Evans, Gartheilín, near Llanfair: See 68,000. —It was considered 14 or 15 years ago that this turbary was quite exhausted and of no further service to the commoners. No one was using it at the time, or cutting turves, and it was only when the fence was erected that Mr. Evans

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Mr. W. F. ADDIE.

[Continued.

Chairman—continued.

Chairman—continued.

showed any affection for it. Tynycoed was originally tenanted by John Davies, who died there. He was succeeded by his son, John Davies, who rebuilt the house, being allowed by Lord Powis, timber in the round, the stone, and some lime. John Davies the son died there also, and his widow eventually married Edward Williams, who was occupying Graig Wen Farm, glebe land, belonging to Llanfair Church. Mrs. Williams after her second marriage went to live at Graig Wen, a much larger farm, putting a man to live at Tynycoed House, and keeping the land for themselves. My predecessor (Mr. Newill) found that the produce of Tynycoed was removed to Graig Wen and unfairly being used there, and so he gave Edward Williams notice, the consolidation in the first instance being thus created by Mrs. Williams' second marriage, and the improper use made of this tenement. Tynycoed was added to Tynrhydd in 1883, in order to provide a house for a labourer for this farm, and it is now so occupied.

David Davies, Allt, Llangadfan:—His grandfather built a house on Fronhaul many years ago, and began to pay a rent of 5s. a year in 1841, continuing to do so till 1878. David Davies did not rebuild Fronhaul, but helped his father to repair it. David Davies and his father also built a house on Allt Cae Dwr, about 35 years ago and went to live there, and sublet Fronhaul to Evan Morgan, and subsequently sub-let it to Hugh Evans about 30 years ago. Hugh Evans resided at Fronhaul 10 or 12 years, but his mother dying he went to live with his father at Frongoch, another tenement belonging to Lord Powis. This was about the year 1874 to 1876, a house then being required for a workman, it was let by Lord Powis to John Hughes, and his

widow and sons now reside there. It is against the custom of the estate to allow sub-letting, and as David Davies had gone to reside at Dinas Mawddwy, and his father and mother were living at the Allt, for which they were granted a lease in 1859, for two lives (David Davies and his father), no hardship took place. When John Hughes became tenant, the house was in such a condition that it could not be occupied by him, until Lord Powis had expended a considerable sum in repairs.

Mr. Evan Lloyd, Gwrlas:—The Dolgwalia named by witness was occupied for many years by David Corbett, a dilapidated house unfit for habitation. David Corbett, I believe, died in 1878 or 1879, and the place remained unoccupied for two years, after which the land was added to Pennant Turch by my predecessor in 1880.

Supplemental Evidence.—Then I wish to supplement my general evidence upon three points which have been subsequently brought up. Insecurity of tenure has been very largely referred to. My statement-in-chief, as to the length of tenancies on the Powis estate, is in my view a complete answer to this allegation.

Consolidation I admit has taken place, but mainly in consequence of the miserable condition of the houses or cottages which were originally built by the occupiers, of mud, bad stone, and straw, and so becoming entirely unfit for habitation.

As some indication of Lord Powis' desire to grapple with this difficult question, the following statement shows what his Lordship has done recently with a view of providing suitable houses and buildings for small holdings in Garthbeibio:—

	Acreage.			Rent.			Expenditure.			Includes.
	A.	R.	P.	£	s.	d.	£	s.	d.	
Moelpart	48	3	24	23	12	0	316	14	11	More than half mountain land.
Lluastfach	14	0	6	13	10	0	217	0	0	
Llettybach	57	0	0	17	4	0	369	0	0	Over 40 acres mountain land.
Wern fach	54	0	0	22	17	0	216	0	0	Over 40 acres mountain land.
Bryncwilog	42	3	3	16	12	0	256	7	10	15 acres mountain land.
Alltfrith	25	0	0	25	8	0	366	0	0	Sheep walk in addition.
Llwyn cottages	Only gardens each.			4	0	0	500	0	0	

I have no doubt whatever that the present rents, being the same now as before the improvements, could have been easily, and more than, maintained, by a re-arrangement of the land, without a single sixpence having been spent in the way of buildings.

Pensions.—Public attention has recently been directed to this subject.

It has been the custom of Lord Powis for a great number of years to allow the old workmen pensions of from 2s. 6d. to 10s. per week when they had become unable to work any longer, the usual rate being 4s. to 5s. for labourers, and 6s. for artisans.

The following table gives the sums paid in each year from 1884 to 1894:—

Year ending Lady Day—	£	s.	d.
1884 -	291	18	5
1885 -	288	17	11
1886 -	296	2	9
1887 -	263	15	8
1888 -	241	15	5
1889 -	224	1	8
1890 -	264	1	11
1891 -	330	10	8
1892 -	501	8	9
1893 -	596	9	3
1894 -	592	9	7
Total	3,891	12	0
Or an average per year of -	353	15	0

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Mr. G. M. SALT.

[Continued.]

Chairman—continued.

During illness workmen are always allowed sick pay, being the difference between the amount received from their clubs and their weekly wages.

Subscriptions are given to deserving objects, irrespective of creed or politics, and the amount last year was 2,307*l.* 6*s.* 1*d.*

71,595. There are a few questions handed in from Mr. Martin Woosnam: "(Edwards' evidence.) Do you allege Edwards' conviction for 'insobriety as a reason for taking the illegal step you did to evict him?'—No; it was simply in consequence of his being a trespasser.

71,596. "(Evans' evidence.) You do not in any material particular rebut the evidence

Chairman—continued.

"given by Mrs. Evans, of Tynycelyn, do you?"—No.

71,597. "(Edwards' evidence.) Admitting that Edwards was a trespasser in law, had he not an equitable claim to compensation, as he was the son of a person who had built one of the most substantial cottages and outbuildings in the neighbourhood?"—I do not admit, in the first place, that it is substantial, because unfortunately during the time he was there he pulled it to pieces.

71,598. "If the property had been sold, why did you take the illegal course of sending the men to turn Edwards out of his house?"—Because he was a trespasser, and we wanted to get possession.

The witness withdrew.

Mr. GEORGE MOULTRIE SALT called and examined.

Chairman.

71,599. You are a solicitor practising at Shrewsbury?—Yes.

71,600. Will you give us your evidence?—I have been a solicitor practising in Shrewsbury for 47 years. Up to the year 1864 my father was family solicitor and auditor of the late Earl of Powis, and since that time I have acted in the same capacities with reference to the Montgomeryshire and Shropshire estates of the late and present earls. I have attended the meetings of the Welsh Land Commission at Welshpool, Llanfyllin, and Llanfair, and heard the evidence adduced there.

It has been stated by some of the witnesses that the late Earl of Powis had enclosed portions of the commons or waste lands within his manors and added them to his farms. I do not believe this, and from my knowledge and experience of the affairs I am bound to deny it. He has never to my knowledge, nor have his agents, enclosed any common land. It has also been stated that in several instances his agents have in his name demanded rent from squatters who have enclosed parts of the common lands and built there. This is perfectly correct, and, I believe, was in perfect accordance with his legal rights as lord of the manor. The soil of a manor is unquestionably by law vested in the lord, subject to the existing rights of persons having rights of common there. A squatter is simply a trespasser, who appropriates and builds on land belonging to other people with the intention of acquiring by lapse of time a right, and thus robbing the rightful owners of their property. The only modes of defeating this object are, either to require the trespasser to attorn and pay rent, or to pull down his buildings and fences and throw the land again open to the common. If the encroachment interferes with the rights of

Chairman—continued.

commoners, they can require the latter course to be taken; if not, the lord is quite justified in taking the attornment and receiving the rent, as subject to the commoners' rights he is the owner of the soil.

The custom on Lord Powis's estate has been to continue the trespasser in possession for his life, and afterwards (unless there are reasons to the contrary) to give members of his family the preference in continuing the tenancy, and in several cases leases for lives have been granted. The rents taken have been small, in many cases merely nominal. In many instances the tenants have let their buildings fall into a ruinous state, so that they have become unfit for habitation and not worth the expense of restoring. In such cases it has been the custom to let the land to the tenant of an adjoining farm, and this is the main reason for the "consolidation" about which so much has been said.

I have ventured to make the foregoing observations, because throughout this inquiry I have noticed that while the conduct of the lord of the manor in taking the necessary steps for preserving his rights has been dwelt upon as arbitrary and harsh, no allusion has, as a rule, been made to the utter illegality of the act of the squatter in appropriating that to which he had no claim whatever, and which act was the cause of the interference of the lord of the manor.

I may also point out that in a county like Montgomeryshire, where the unenclosed lands are so extensive and in some parts so wild and thinly populated, it is very difficult to obtain information in all cases of encroachment, and therefore the more necessary to deal at once with the cases which come under the notice of the agents of the lord of the manor.

The witness withdrew.

Adjourned.

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Mr. J. BLISS.

EIGHTIETH DAY.

Second Court.

Victoria Hall, Newtown, Montgomeryshire, Saturday, September 15th, 1894.

PRESENT:

Sir JOHN TALBOT DILLWYN LLEWELYN,
Bart.Professor RHÏS, M.A., LL.D.
Mr. JOHN MORGAN GRIFFITHS.

Mr. JOHN BLISS called and examined.

Sir John Llewelyn.

Sir John Llewelyn—continued.

71,601. You are Mr. John Bliss, of the Sewerage Farm, Newtown?—Yes.

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itness.

71,602. Will you give your evidence?—I have been at the Sewerage Farm for two years. Previously I was at Pen-y-glannan, Aberhafesp. I was there from 1886 to 1891 (five years). My landlord was A. B. Proctor. I held under a written agreement; rent 45*l.*; six months' notice. Landlord was to kill the ground game and to give me half of them. This was by word of mouth. He gave me the following rabbits:—1886, 12; 1887, 10; 1888, 8; 1889, 6. He must have killed some hundreds each year. The last year, as they were devouring corn, I took the matter into my own hands and killed them myself. I killed 450 in that year. He gave me notice after that I started to kill the rabbits, and I had to leave in 1891. I had received six months' notice in 1889, but this was waived by the landlord as he had no tenant ready, the person to whom he had let it having withdrawn. The last year I received considerable damage from the rabbits. I had the damage to one field of corn estimated at 18*l.*; but I never received any compensation. When I entered, they promised me compensation if I lost anything in consequence of the rabbits.

71,603. Have you killed 450 rabbits?—Yes.

71,604. I suppose you sold them?—Some of them.

71,605. Did you get 1*s.* apiece for them?—No, there were some half grown and some little ones.

71,606. All sizes?—Yes.

71,607. May I ask previously to that had there been such a large number of rabbits on the land?—Yes.

71,608. Then did the landlord not fulfil his promise to kill them down, or did he not give you one half of what he did kill?—He did not give one half of what he did kill.

71,609. He had killed a great many before that?—Yes.

71,610. He had killed a great many, but he did not give you a fair share of them?—No.

Mr. Griffiths.

71,611. Did it specify in your written agreement that these were to be the terms?—Yes, in the written agreement he was to kill the half.

71,612. Have you the agreement with you?—Yes.

Sir John Llewelyn.

71,613. But that was a verbal agreement?—That was by word of mouth. This is the agreement. (*Handing same.*)

Mr. Griffiths.

71,614. Did the rabbits do much damage to your crops?—They ate every year above half the crops.

71,615. Had you much under corn?—About 16 to 18 acres every year.

71,616. Do you consider there were 400 rabbits reared upon the farm every year?—Oh, yes, as much again.

71,617. More than that?—Yes.

Professor Rhÿs.

71,618. As much again, you say?—Yes.

Mr. Griffiths.

71,619. And that is your complaint, that you did not have them according to your agreement with your landlord?—Yes, I had nothing—nothing at all.

71,620. And that you are now obliged to leave because you took the rabbits in your own hands?—Yes.

Sir John Llewelyn.

71,621. He gave you notice?—Yes.

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Mr. J. BLISS.

[Continued.]

Professor Rhys.

71,622. Is it possible to get rid of these difficulties about the game in any way, do you think?—They are always cropping up.

71,623. Difficulties about the game?—Well, yes, there are difficulties every year.

71,624. Have you any suggestion how to get rid of these everlasting difficulties about rabbits and game?—Well, I do not know. I am not under him now, but the place is surrounded with covers.

71,625. Are those covers properly defended—properly fenced?—No, they are open.

Sir John Llewelyn.

71,626. This is a question by Mr. Owen Wynne: "Why did you not at once take ad-

Sir John Llewelyn—continued.

"vantage of the Ground Game Act?"—Because I left it to him as a gentleman. I thought he would fulfil his promise, and he did not do it.

71,627. If he had you would not now complain?—No. I had asked him at rents a few times and he took no notice of it.

Mr. Griffiths.

71,628. What reply did he give you when you asked him at the rent table to keep down the rabbits?—He passed it off. I asked the keeper, and I asked him.

Professor Rhys.

71,629. What answer did he give you?—He took no notice of me.

Re-examined
71,656.

The witness withdrew.

Mr. EDWARD BERNARD PROCTOR called and examined.

Sir John Llewelyn.

71,630. Will you tell us what you have to say, confining yourself to rebutting what the last witness has said?—In the first place he said he was given notice to quit because of his adopting the Ground Game Act. That is false. The reason I gave him notice to leave was because he farmed so disgracefully; the farm had got into such a bad state. After my putting up gates and fences and everything for him when he entered the farm, he did not take the trouble to keep one single thing in repair. The gates were ruined; he burnt gorse—I do not care about that, although he burnt it in the wrong time—but he also burnt 100 yards of fencing with it, which he never put right afterwards; it was getting into such a state that I had to let it at a reduced rent afterwards. That was the cause of my giving him notice to quit. Then as regards rabbits, he rendered it almost impossible for me to keep the rabbits down. It is surrounded by covers. When we went to ferret the rabbits out, and wanted them to lie out, he would be out the next morning hunting them out with dogs. The consequence was they went back to the covers, and I could not get at them again. He undid all that I had done. Then again they adopted another plan of setting surface traps to catch the pheasants. We took out three pheasants with broken legs one morning, and that had to be proceeded with in court.

71,631-2. There were proceedings in court about it?—Oh, yes, indeed he was convicted—at least his son was.

It was his son who was with him. He was convicted of setting surface traps and catching pheasants. One was caught taking the pheasants away. That was another grievance of course, and we found we could not get on properly and amicably together, and I thought it proper to get another tenant.

Sir John Llewelyn—continued.

71,633. Do you deny that he caught 450 rabbits in one year?—Very likely he did out of the covers. I do not know anything about that.

71,634. You do not deny that?—No; I know nothing about it. He has made the statement, and I have no means of proving it one way or the other.

71,635. Is there anything else you wish to say?—Yes, I hand in the claim for compensation that he made (*handing in document*). He did not pay his rent; he had to be county courted for his rent because I could not get his rent from him. That was after he left some time, as you will see, and he put in a counter-claim, which was not allowed, before the county court judge. The same year that he killed these 450 rabbits, he put in that counter-claim for 18*l.*, but it was not allowed. I had no claim put in until I had to county court him for his rent.

71,636. Would that be taken into consideration by the county court judge?—I suppose so.

71,637. Would not the judge say there was no jurisdiction?—However, you say the claim was not allowed?—It was not allowed. He never put in the claim until after he was county courted for his rent.

71,638. I suppose the county court will not allow anything for mischief done by rabbits if the Ground Game Act was in operation?—He would get damage if he could prove damage, I suppose.

Professor Rhys.

71,639. Did they send a valuer at all?—You mean the county court?

71,640. Yes?—The county court did not, I think.

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Mr. J. BLISS.

[Continued.]

Sir John Llewelyn.

71,641. There are two questions by Mr. Woosnam: "There were some covers on the land, were there not"?—Yes.

71,642. "Was the tenant allowed to enter these covers to kill the game"?—Oh, no, they were covers; they were not on the farm.

71,643. The covers were not on the farm?—No, they were not on the farm; they were fenced; they were adjoining the farm.

Mr. Griffiths.

71,644. And the tenant had no right to go there?—The tenant had no right to go there; it was not let to him.

71,645. The covers were on your own estate?—On my own estate in my own occupation.

Sir John Llewelyn.

71,646. Not on the farm?—No.

Professor Rhys.

71,647. Were these covers properly fenced, did I understand you to say?—Oh, yes.

71,648. So that there was no damage done by rabbits running out of the covers?—There was no wire netting around; the rabbits could come out of the covers, decidedly.

71,649. They could?—Oh, yes, that is what I complain of; when I sent them out to kill them

Professor Rhys—continued.

he hunted them back into the covers so that I could not get at them to destroy them.

71,650. But would they not come out of the covers to feed on his land habitually?—Oh, yes, they would, and on other places as well.

71,651. That makes it very difficult, does it not, to keep things straight?—It does; I quite grant it. If he had let them alone, I should have been much better able to kill them down than I was. I was not given a chance to do it many times.

Mr. Griffiths.

71,652. According to your statement there were other reasons for giving him notice to quit?—I did not give him notice to quit at all on account of the game.

71,653. But still it was very objectionable for you to suffer a tenant to do all this contrary to your will?—Well, I am not very particular with my tenants; as long as we get on together and they farm well, I should not like to lose a good tenant for the sake of a rabbit or two. I get on very well with my other tenants.

Professor Rhys.

71,654. How many other tenants have you? I do not think you told us; about how many?—About 50 I think, or something like that.

71,655. So you have some experience of tenants?—Oh, I think so; it is a fairly large estate.

The witness withdrew.

Mr. JOHN BLISS recalled and further examined.

Sir John Llewelyn.

71,656. What Mr. Proctor says in contradiction to your evidence is this. He says the notice that was given was not on account of the Ground Game Act but because of bad farming; and he further says that there were certain legal proceedings about surface traps, and there was a county court action for rent. Those were the reasons for giving you notice to quit?—My son had laid traps on account of catching rabbits, and I suppose some young pheasants went in, but I was not aware that he had put them down. That is true enough. I told him only to put them in the rabbit holes and burrows there, but that was not with my leave.

71,657. You have heard Mr. Proctor say that it was on account of that and bad farming that he gave you notice?—Well, that is his statement, and he says he put up some fences there before I went there. He never put one. A previous tenant he punished on account of his son shooting

Sir John Llewelyn—continued.

before, and he had to leave on account of the shooting.

Professor Rhys.

71,658. The previous man?—The previous tenant before me.

71,659. That is your opinion?—That is the real truth. They were in law for it, and I had to leave, and the tenant after me now has left. What is between them I do not know.

Mr. Griffiths.

71,660. In how many years is this?—He was there two years after me.

71,661. How long were you there?—Five years.

71,662. How long was the other tenant there?—He was there a good many years. Mr. Salter, the agent, saw all this. There was never a single word when I was there when Mr. Salter was agent.

The witness withdrew.

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Mr. J. EVANS.

[Continued.]

Mr. JOHN EVANS called and examined through an interpreter.

Sir John Llewelyn.

71,663. You are Mr. John Evans, of Cilgwyn, Llangurig?—Yes.

71,664. Do you speak English?—Welsh. I want to be examined in Welsh.

71,665. What, here at Newtown? Do you understand this statement?—Yes. That is my statement translated into English.

71,666. I will read this in English paragraph by paragraph, and the interpreter will translate it into Welsh, and then I will ask the witness to stop if it is not correct. Of course, this must have been prepared by somebody else from statements you made, and I only want you to have an opportunity of correcting it if there is any mistake. You are Mr. John Evans?—Yes.

71,667-8. You are a member of the Newtown Highway Board?—Yes.

71,669. You represent the parish of Llangurig?—Yes.

71,670. The acreage of the parish is 50,000 acres?—Yes.

71,671. Three quarters, or more, mountain land on Plinlimmon?—It may be so, but Plinlimmon is a good way off.

71,672. You live at Cilgwyn on the estate of Mr. Stephen Williams?—Yes.

71,673. There are five other farms on that estate?—Yes.

71,674. Your farm is 60 acres, besides mountain land?—Yes.

71,675. And you work 10 acres?—Yes.

71,676. A large number of enclosures upon the mountain land have been made of late years by various landlords in the parish?—Yes.

71,677. The whole of that land is pasture land for sheep?—It is pasture land, and turbary, and some of it very good land if it was cultivated, in this district.

71,678. With regard to a large part of the mountain, it is waste land used by all. There was a great deal of peat on the encroached land. No one is allowed to go on the land to fetch peat now?—A few are allowed to go, but there is a great deal of land to which people have been prevented from going for that purpose.

Professor Rhys.

He adds that some had been so long ago enclosed that they could not prevent them taking turf.

Sir John Llewelyn.

71,679. "There are a number of moderate sized estates; most of the landlords are non-resident; my landlord is a Tory and an Englishman; he acts as his own agent; most of the estates are managed by agents. We entered upon the land on the 25th March; house and buildings

Sir John Llewelyn—continued.

"on 12th May. Occupation is chiefly by the year. There is no call now for leases, the times are too bad. I have been in my present farm since 1855. The buildings on Cilgwyn when I entered were in a bad state. There was a verbal condition that there was to be no rise in the rent"—I was told that there would be no rise in the rent, provided I could keep it in good condition, till the heir became of age.

Mr. Griffiths.

71,680. Did not he say "as long as I should keep up the old house"? (*The question was translated to the witness.*)—Yes, as long as I should keep up the old house, and then that I should have a new house and make my home there as before.

Sir John Llewelyn.

71,681. "I was willing to wait till the son came of age"?—Yes, I had strong faith that I should be allowed to make my home.

71,682. "The rent at that time was 29*l.*; in 18 years after I entered my landlord built a dwelling-house. The rent was raised 10*l.* immediately after building the house"?—The agent died. His name was Clement Jones, a native of Llandinam.

71,683. "When the rise in the rent took place, Mr. Williams, who was the agent, induced me to build a stable, a granary, and pigstyes, he giving the timber and slates, and he sent a carpenter to put the roof on; all the rest of the work, materials and labour, I paid for. He promised that my rent would not be raised while I wished to stay there. I also made a plantation near the house"?—Yes, and ornamental trees as well.

71,684. "I held on these terms till 12 years ago; by this Mr. Williams had bought the place himself. I had also fenced the mountain, receiving nothing but materials"?—Carrying the timber 12 miles and paying the toll gates.

71,685. "I did not expect a rise; in September 1891 I took a lease for seven years"?—Yes, I had expended much money there, and I had many children—13 children.

71,686. Are you correct as to 1891? That is what I have got here in this statement?—Yes, as near as I can tell.

71,687. Is not it 1881?—That is 12 or 13 years ago.

71,688. It was September 1881, was it?—1881, yes.

71,689. "Since 1889 I have held as an annual tenant, receiving a reduction of 5 per cent."?—Not regularly.

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Mr. J. EVANS.

[Continued.]

Sir John Llewelyn—continued.

71,690. "About 2½ acres were taken from me "some three years after I entered"?—23 years after I went tenant to Cilgwyn.

71,691. "For the purpose of making a game preserve"?—No, it was mountain land that was taken from me.

71,692. Why was it taken from you?—Mr. Williams bought the estate, and they were enclosing the mountain.

71,693. "I received no compensation for this"?—When he and another were valuing it, I asked them would they be good enough to notice what I had done.

71,694. Did you receive any compensation for it?—No.

71,695. "There is very little game on the farm." I will put the question again to get it clear. Was that land taken from you, three or four years after you went there, for the purpose of making a game preserve?—No.

71,696. "I will try and get copies of the agreement." Have you got the agreement?—This is the agreement (*handing same*).

71,697. Do rents vary or not?—Yes, they have done so. They have been going up with me till last year.

71,698. Is there any uniformity?—No.

71,699. "For instance, there is a farm near "me in about the same state, but the rent is "considerably less"?—

Professor Rhys.

71,700. In the same condition I suppose he means?—In the same condition.

Sir John Llewelyn.

71,701. "During the last 35 or 40 years the "rents in the parish, with very few exceptions, "have been raised 50 per cent."?—Yes.

71,702. Have any of the rents on the farms been reduced during the last 15 years?—Abate-ments were made.

71,703. That is not the question, have any been reduced in the last 15 years?—Not lately, I cannot give an account. My rent was not reduced till the last few years.

71,704. But you state here that some of the rents have been reduced in the last 15 years, is that true?—Yes. Mr. Humphreys Owen has reduced, but I have not heard of another land-lord who has reduced.

71,705. Have any temporary reductions been made?—Yes.

71,706. Five to 10 per cent. has been returned in some cases?—And 15 per cent. by Mr. Humphreys Owen.

71,707. Do you know of any instances in which money has been borrowed to pay the rent?—Yes, but we do not like to name persons.

71,708. Have any of the farmers been back-ward with it?—Yes.

71,709. What do you think about the law of distress?—I have no light to throw upon it. The landlord must have his money and we must suffer.

Professor Rhys.

He says "it must be borne."

Sir John Llewelyn.

71,710. Has the joining of farms together been a good or bad thing for the country?—It is ruining our country.

71,711. Who does the building and the draining as a rule?—At present the landlord.

71,712. And as a rule is it the fact that the only thing the tenants do is the haulage?—They do the haulage, if they have faith in the land-lord.

71,713. Do the tenants have to pay anything of the estimated value of those buildings?—Yes, to some.

71,714. How much?—I have heard that some have to pay 5 per cent. on the cost of building.

71,715. The landlord fixing the value?—Yes, he or the agent.

71,716. Then as to the general condition of farming, you say here, "My sons and daughter "live at home, they take part in the work of "the farm. The only wages they get are food "and clothes; if I had to pay for labour I "should not get on. I have been unable to give "anything to my children who have gone out; "that is the general rule yonder; I have heard "others complain." That is your statement?—Yes. I have a few more words.

Professor Rhys.

71,717. What about?—I want some explana-tion as to consolidation of farms.

71,718. But we have come here to have an explanation from you of what you think of it?—With your permission I should like to say a word. I have children who are married and I have a family. I have brothers who have done pretty well, and put money by, on the estate of Mr. Lloyd, of Aber Cwmdoli, without ever having had a rise in their rent; and they, if I could have a small place, were ready to help me.

71,719. Who do you mean by they, your children?—My brothers. I have two there with them.

71,720. What are we to learn from this?—If I had a small farm I could go on with assist-ance. There are a great many young people getting married, and they have nothing to do. They go to South Wales; there are young men living in our neighbourhood now in houses, and they have nothing to do. I have a list here showing the farms which have been consolidated.

[The following list was handed in:—]

NAMES OF BYE-TAKES IN THE PARISH OF
LLANGWRIG.

Eisteddfa.	Ty-newydd.
Blaenhafren.	Glanhelem.
Cefnbrwyn.	Abertrinant.
Hirgoed.	Caemawr.
Pantmawr.	Tanrallt.

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[Continued.]

Professor Rhys—continued.

Ty-canol. Ty-cornel.
 Ty-pella. Penpontbren.
 Cwmahengrau. Penisar-llan.
 Hafodwen. Ystradolwynfach.
 Parcyrhiw. Penplanwyd.
 Troedyrhiw. Ty-main.
 Coedyroeres. Tyn-waen.
 Tynyrwtrabach. Esgaerhir.
 Glynhafren Mill. Waiwydd.
 Castell-y-dail. Tyn-graig.
 Nantyrhebog. Penffynnon.
 Frongoch. Caecrwn.
 Caecrwn. Penrhiw.
 Penhylebach. Penpontbren.
 Tyn-coed. Oleddu Isa.
 Glannant. Bryn.
 Penclap. Glanllyn.
 Ty-hen. Cwmpenllydan.
 Ty-teiliwr. Tyn-coed.
 Henlwyngwin. Cnwch.
 Clochfanuchaf. Rhiwlas.
 Trafelgwin. Rhiwlas fach.
 Mynachlog. Rhiwlas fawr.
 Foel.

71,721. What you mean to say is that if these farms had not been consolidated they would be open to you and others to take them?—Yes.

71,722. Now here is one, Eisteddfa. What is the farm that has been added there?—All these have been consolidated with others. All these are bye-takes.

71,723. So that to the extent of this number you would say that there were this number of farms which ought now to be open to you and others to take. I see that some of these are farms I know. I asked questions about one or two of these the other day of Colonel Hughes. I see here Hirgoed, Pantmawr, Tynewydd, and so on. I know some of them?—The population of our parish was 1,605 in 1881.

71,724. How much was it in 1891?—1,223 in 1891.

71,725. I think we have had these figures before from somebody. There were nearly 400 less?—Yes.

71,726. You know there were great mines in that part of Montgomeryshire some time ago?—Yes, they were telling me it was about 2,000 then.

71,727. You do not think that the ceasing of those works had something to do with this further decrease?—Not in that period from 1881 to 1891.

71,728. Had the mines stopped in 1881 do you know?—Before that. There were only a few working.

71,729. In the Plinlimmon mines in 1881?—Yes.

71,730. So you think that the decrease is to be accounted for by agriculture, not mining?—

Yes.

71,731. Have you anything else to say on that point?—There is one thing I should like to say, Mr. Humphreys Owen has begun building, and he intends building, and if others do not build I should like to have the chance of having

Professor Rhys—continued.

a lease there for the purpose of building my house and having a home.

71,732. Is there any difficulty in getting leases in your district?—Yes, the places are too dear, too high most of them.

71,733. Have you anything else to say?—That is sufficient on that head, but I should like to say a word.

71,734. On what?—I should like to say something about their being deprived of their turbary on the common.

71,735. Yes. I have a note down about that, as I do not think it came out in the translation quite clearly. Just tell us what you think about that?—I should like, in allotting and enclosing mountain land, that all small freeholders and landowners should have notice, that they might send in their claim. There is plenty of turf for untold ages in the mountains of Llangurig, and it is a pity that we have to go to South Wales for fuel when there is plenty in the neighbourhood. I think that an acre of peat land of the depth we have is better than an acre of wheat land.

71,736. That ought to be a source of income to somebody, ought not it?—Yes, it is a shame. There is a curse hanging over people in the Holy Book. "Woe to him who annexes field to field."

71,737. You have not clearly explained the wrong done to people in the enclosing of the turbaries?—I tell you how they are at Waen Cilgwyn; they are afraid of law; when the rich man encloses, the unspirited and weak are afraid.

Mr. Griffiths.

71,738. You say that some of the mountain land could be very much improved if it was well manured. Why do not you improve it?—It is not enclosed.

71,739. Then you are in favour of enclosing the mountain land?—I am in favour of having a law to allot mountain land, but not the present law.

71,740. What would you put as conditions in the new law?—I would like the land to be measured, and an acre if there is an acre allotted to every enclosed place.

71,741. The first rent you paid was 29l. on this farm, was it not?—Yes.

71,742. What is the present rent?—The rent for the present year is 40l.

71,743. What year was it that you paid 29l.?—I cannot say. I took a bye-take to it.

Sir John Llewelyn.

71,744. You took a bye-take, did you?—They forced me. It is in that list.

Mr. Griffiths.

71,745. They forced you to take some more land?—Yes.

71,746. How many more acres?—Nine.

71,747. What was that worth an acre?—10s. I should think. Much of it was poor land.

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[Continued.]

Mr. Griffiths—continued.

71,748. But you say your rent has gone up to 40*l.*?—Yes.

71,749. On what account?—My own improvements.

71,750. Did it cost you much to keep the old house up?—No, not much. It was thatched with rushes.

71,751. Then you had a lease for seven years. Did you have any abatement during the term of that lease?—Yes, a little was given back. The rent was bound to be 50*l.*

71,752. 50*l.*—Yes, 50*l.*

71,753. That was the real amount that your rent was advanced to, do you mean?—Yes, in the lease.

71,754. And since then you have had an abatement to come down to 40*l.*?—Yes. It was very hard upon me during my lease, and then I made a strict bargain to pay 45*l.* on the condition of paying promptly.

71,755. Then when a part of the mountain land was taken off from you, you told him to take notice of your improvements. What improvements did you make on that mountain land?—I built a shed and a stable, and a granary and a wall.

71,756. You did not make any improvement on this mountain land that they were taking from you?—No, only enclosing it we cut some peat on it—turf.

71,757. Were you in the room when Mr. Halford gave his evidence just now?—I heard a man saying a little.

71,758. And that was that none of the tenants did any hauling in this neighbourhood?—Yes. The custom in this country is for every man to give a day, and I had 12 loads, one load for each day.

71,759. For nothing?—Yes, as a gift to the landlord, and I gave them all welcome, giving them food and everything.

71,760. Do you think that the farmers are able to give something to their children in these hard times?—No, I could not, but several of them have saved enough money in service to take a farm.

71,761. Do you think if they had been in service and receiving wages that there would be some money coming to them now?—It is when times were hard the children helped us a little.

71,762. Do you mean the children that are outside, or the children that are at home?—Those that were out in service.

71,763. Money from outside came to help to pay the rent?—Sometimes 5*l.* and sometimes 10*l.* to help to pay the rent; none before the lease.

71,764. What advantage did you have by having that lease; did you farm better?—It was like this: I intended to make my home there in a small convenient place.

71,765. Then if you had made up your mind to make your home there, how is it you did not farm better?—Yes. I do farm well, one of the best in the neighbourhood, and carry more lime than anybody else. I may say this, that

Mr. Griffiths—continued.

farmers in our neighbourhood do not carry any lime; they have not carried a can of lime for some years, excepting myself and one of Mr. Humphreys Owen's tenants. The treatment I had has affected the whole country.

71,766. Do not you use any other artificial manure?—A little for turnips to force with farmyard manure.

71,767. On what estates are these farms whose names you have given in as having been consolidated?—On several. No landlord is quite free from that. Colonel Verney has consolidated four for two old bachelors, and there is a building on them that could do at very little expense. One building was carried to improve the hall and a public-house—the best stones.

71,768. Then you consider it a hardship to give farms to old bachelors while married people are obliged to stop at home and cannot get farms?—Well, that is not natural.

71,769. Are there many married people at home who cannot get places?—Several young men have had to leave for South Wales the past few years.

71,770. Is that owing to this consolidation?—Yes, to a great degree.

Professor Rhys.

71,771. Are you aware that it is not the fashion now to use so much lime in cultivating the land as it used to be?—I understand farming pretty well, and lime and farmyard manure is 10 times better than artificial manure.

71,772. That is your opinion?—Yes.

71,773. Now with regard to the children of farmers. I suppose in any case it would be impossible to have a farm for every farmer's son?—Yes, very hard. I tried to get one in Montgomeryshire.

71,774. Then what becomes of the other sons?—I have three at home, and two are out in service.

71,775. I understand that in your own case, but what becomes generally of the surplus family?—The boys get married and go away.

71,776. What do they do when they go away?—They go to work as colliers.

71,777. Do not any of them go to the towns as tradespeople?—No, not from our parish; but two or three have gone as shopmen, as apprentices.

71,778. Do not some of them go to the professions, doctors, lawyers, clergymen, ministers?—No, our parish is not a good one for that.

71,779. Your land does not raise men of that sort?—The country is too poor.

Mr. Griffiths.

71,780. What wages do these sons of yours receive that are out as servants?—Well, our eldest boy is out. He is one of the best workmen, and he gets from 3*s.* to 3*s.* 6*d.* He was the best man that the Colonel had at the lake.

71,781. But you could not afford to give him that?—Oh, dear me, no.

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Mr. J. EVANS.

[Continued.]

Professor Rhys.

71,782. Do not your people generally do a little in the way of cattle dealing?—Yes, there are a few, but as a rule those are inclined to drink; they become idle worthless fellows.

Professor Rhys.

I think I remember the time when most farmers from Llangurig were great dealers in cattle.

Sir John Llewelyn.

71,783. What was the name of your bye-take?—Penffynnon.

71,784. Is that in this list?—It is in this list.

71,785. How big is Penffynnon?—I am not certain whether it is seven or nine acres.

71,786. Is that the only one?—Yes, so far as I remember. There are several small houses where weavers used to work.

71,787. Are they upon your holding?—Yes, they had been pulled down before I went there.

71,788. Were there any fields attached to them?—No.

71,789. Then Penffynnon is the only thing that can be called agricultural land which you hold as a bye-take?—Yes, except the right to have pasture on the common.

71,790. That you have in addition to your farm?—Yes.

Professor Rhys.

71,791. What is the name of that common?—Waen Cilgwyn, or Cilgwyn we call it now.

Sir John Llewelyn.

71,792. Do you take that from the same landlord?—Yes. There is no dispute at all between me and the landlord. There is perfect peace between us. I am the oldest tenant.

71,793. Do you then still adhere to the statement that joining of farms has been a great evil?—Yes, and I will show you just how it is. Mr. Williams bought the estate of Tyllwch when there was only one tenant looking after the land. All the land then was husbanded or farmed by one man in one taking, one tenancy.

71,794. Is that your own taking?—Mr. Williams'.

71,795. But I am speaking of your taking. Do you still think that the joining of the two farms has been an evil?—No, because all the farm is only a few acres.

71,796. Then you do not think the same rule applies to yourself?—My farm is so small, and I would be quite willing for it to be applied to building purposes.

71,797. You object to it in others, but you do not object to it for yourself?—No.

Sir John Llewelyn—continued.

71,798. With regard to the commons of which you have spoken, to whom does the surface belong?—Sir Watkin.

71,799. Has he stopped the cutting of the peat?—No.

71,800. He has not stopped cutting peat?—No.

71,801. Who has stopped the cutting of peat?—The people disappearing and the land enclosed.

71,802. Who stopped cutting the peat?—I have not heard of a case, but tenants disagree.

71,803. Perhaps I put the wrong word. Who prevents it being cut?—The tenants, as a rule, make some noise.

71,804. There are some questions put in, first by Mr. J. Owen Hughes: "Are you aware that 'no common can be legally enclosed without 'proper notice being given to all concerned?'"—I believe that.

71,805. "You want all the tenant farmers to 'have a share of the enclosure. Is that so?'"—Yes.

71,806. This is a question by Mr. Owen Wynne: "Will not the Commons Law Amendment Act, 1893, provide against what you 'complain of?'"—I am afraid not.

71,807. "Were not the Nantyrhelog and 'Nantygloed mines working after 1881?'"—I am sure I cannot say. They are a good distance off.

71,808. "Has not Sir Watkin largely reduced 'the rent of Cembrwyn Farm in Llangurig 'parish?'"—Cembrwyn Farm is a bye-take kept by a man who lives near Machynlleth.

71,809. The question is whether he has largely reduced the rent?—I do not know. There is an account that Sir Watkin has made an abatement of 15 per cent. or something. Cembrwyn is not a farm, but a small bye-take in the mountains, and there are thousands of acres on Plinlimmon whose owner we cannot discover, and the road is free to anyone who likes to go that way.

71,810. "Mr. Stephen Williams, your landlord, 'is a Welshman, is he not?'"—No, he is an Englishman.

71,811. He speaks Welsh, does he not?—No.

Professor Rhys.

71,812. Does not Mr. Stephen Williams live at Rhayader?—Yes.

71,813. You must be mistaken as to his being an Englishman. Mr. Williams is of a Welsh family: you mean that he cannot talk Welsh. Do you mean that?—He is not of the family of the Williamses of Rhayader. He is a man from England.

71,814. Mr. Stephen Williams, the antiquarian, came before us the other day?—I mean Mr. Stephen Williams, county surveyor.

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Mr. J. EVANS.

[Continued.]

Professor Rhys—continued.

71,815. There is hardly any doubt of his being a Welshman, and does he not talk Welsh a little?—Not a word, not a syllable.

Mr. Griffiths.

71,816. May I ask when you took Penffynnon was it not at the request of your landlord, or did you apply for the farm?—My landlord.

The witness withdrew.

Mr. JOHN TIBBOTT called and examined.

Sir John Llewelyn.

71,819. Will you give your evidence in English or Welsh?—I will do my best to give it in English if I can, but I am a real Welshman, so you must excuse me.

71,820. We have the interpreter here if we require him. I daresay you can understand this statement if it is read through?—Yes.

[The following statement of the witness was then read.]

Evidence of Mr. John Tibbott, Whitecott Norbury, near Bishop's Castle. I became tenant of Parcyrhiew, in the parish of Llanwnnog, in 1884. Landlord, Captain Adams, of Plaslyssin, Carno. Acreage, 150 enclosed and 100 unenclosed common. Rent, 50%. In the agreement I was not allowed any game or rabbits. In 1890 I sowed about two acres of swedes. In the following spring during a storm the rabbits ate about four loads out of the crop of 16 loads. I sowed the land with wheat in February. During the ensuing summer the whole crop was eaten by the rabbits. At this time I was exercising my right of killing rabbits. Evan Humphreys, the gamekeeper, came to mark some oak for stakes when he saw that I had felled some small alder for firing. He wanted me to use those for stakes, but I declined. He then said that the captain would make a row about felling them, but he marked the oak for me. In the course of a few days, on March 23rd, 1891, I received notice to quit. The farm was advertised, and at the following Christmas rent I took the farm again on the same terms.

In 1892 I planted potatoes on one part of the same field and turnips on the other part. The rabbits again injured the turnips, and I had only three loads. In 1893 I put barley and oats mixed upon the field, but I had only about two bags, and the straw was nearly all stubble. There are several fields upon the farm in the same state. This was due to the depredations of the rabbits. During the summer of 1893 I had been to Newtown. At the station I met Captain Adams and his son. The captain espied a flask of powder and a box of wads in my pocket, and said that I would have to drop that game or else there would be another row. The farm being too dear and the sheep being starved by rabbits so that I have lost about 150 sheep during the last 15 months. These

Mr. Griffiths—continued.

71,817. Your landlord came to you and requested you to take it?—Yes.

71,818. It is not that you wanted to attach one plot of ground to another, was it?—No, we are only a small family.

circumstances caused me to give notice in September 1893, and I have had to take another farm 30 miles away.

71,821. Do you wish to add anything to that statement?—Well, I could add so much as this, the rabbits do a lot of damage to my wheat.

71,822. Have you made a claim for compensation?—Well, I do not know indeed about that.

71,823. Have you made a claim?—No, I did not make a claim. I sold all my wheat to the incoming tenant.

71,824. Were there a good many rabbits?—Oh, yes, and the incoming tenant now is worse off than me. He has sowed two bags of wheat on a field. He gives them barley for it, and it is all gone.

71,825. Do these rabbits live in the hedge-rows or do they come out from the woods?—Oh, anywhere; they cover the place.

Mr. Griffiths.

71,826. Have you any agreement?—Yes; this is the agreement. (*Handing same.*)

71,827. You know one of the terms of this agreement is that the tenant shall preserve the game?—Yes.

71,828. But subject to the Ground Game Act, 1880, why did you not kill them yourself?—I did as much as ever I could.

71,829. If you had the right of killing them, and did not kill them, I do not see why you should find so much fault with your landlord?—Well, he was not willing for me to do it in one way.

71,830. But it says here in the agreement that he allows you according to the Ground Game Act to kill them?—Does it?

71,831. Yes, of course?—But he is not willing.

71,832. Then you think that there is a law superior to that. You think that the landlord's will is worse than the Act, do you?—Yes, of course it is worse; they will not allow it.

71,833. Do you think you would have to leave your farm if you took the law in your own hands?—Certainly; I believe I had notice, as I have put down in my statement here, because I had used a gun. There is nothing beyond that, in my opinion.

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Mr. J. TIBBOTT.

[Continued.]

Mr. Griffiths—continued.

71,834. You are not allowed any game or rabbits, you say, here. Did not the landlord come round to shoot?—Sometimes.

71,835. Did he leave no rabbits in the house?—Very seldom. I had one rabbit in my lifetime.

71,836. You ought to have sent in your claim for the damage that the rabbits did to your turnips and your corn?—Oh, I could not do that. I know it was my duty to destroy them, but after all it will not do. The captain will not allow it.

71,837. Who is the landlord?—Captain Adams.

71,838. Has he a large estate in the neighbourhood?—Oh, middling; in Carno.

71,839. What row had you with your landlord? You say he said, "There will be another row." What row had you had with him before?—Well, the notice to quit. I suppose that is what he meant. I do not know anything else. I have only his words.

Sir John Llewelyn.

71,840. Can you make any practical suggestion how the law could help you better than it does now? The law now gives you the right to kill these rabbits?—Yes, right you are.

71,841. Can you make any practical suggestion as to the way in which the law could help you better than that?—No. I do not know, indeed. I suppose it will be a very good thing for the tenant to have all the game.

71,842. I did not understand you to complain of anything but the rabbits there?—No, I do not, because the law is right enough now.

71,843. But you wish to put it before us as a grievance?—Yes.

Professor Rhys.

71,844. Did you clearly understand that you had a right to kill the ground game?—Yes, perfectly, and so I bought a new gun here in Newtown.

71,845. Then you say you were not allowed?—I was not allowed. I had a notice for that, there is no question of it.

71,846. Just tell us your ground for thinking so. Were you told that this was the reason that you had notice? I only just want to know why you think so. We have your word for it, but can you show us any proof?—Well, I was farming the farm as well as ever I could, and I could not do any better. I was giving three tons of lime to every acre. I could not do any better than that. I was paying my rent. I do not know how he could give me notice for anything else. I asked Mr. Bowen the agent what did he give me notice for on the day I had it. It was on the 25th here in Newtown. He told me that the captain sent him a letter that I was ruining the trees, and that he was forced to give me notice. "Well," Mr. Bowen said, "if you are going to give him notice you must do it at once, it is time." So he did, and Mr. Bowen sent me notice, and he told me so, the

Professor Rhys—continued.

day after in Newtown that I was ruining the trees.

71,847. That is what he said?—Yes.

71,848. Yet you do not think so?—Yes, certainly.

71,849. But I understand you to say that you thought you had notice because of your killing the game?—Certainly, because all the alders I have felled I should not price at 6d. or 1s., only in the dearest place.

71,850. Did you plant any new ones?—No, there were plenty there.

71,851. But you thought they had forgiven you that?—Yes.

71,852. What makes you think it was the game after all?—I do not know anything else.

71,853. But they say it was the alders—they mention the trees?—Yes, they say that I was ruining the trees.

71,854. But you think the other was the real reason?—Well, I am almost sure of it. There is no question of it, in my opinion.

71,855. I am afraid we cannot get beyond that. Your opinions differ, unfortunately. Had you had any difference with your landlord in politics or anything of that kind?—No.

71,856. Did he interfere with you at all in religion or politics?—No, never.

71,857. By the way, what language do you speak in your parish mostly among yourselves?—Welsh up there, nearly all of us.

71,858. Does the landlord or his agent understand Welsh?—No—well, a little. They cannot speak much. They do understand some.

71,859. Are most of you people able to talk a little English as well as Welsh?—Yes.

71,860. There is no difficulty on that score?—No, not that I know.

71,861. Nothing to oblige you to have an interpreter?—No, not that I know.

Mr. Griffiths.

71,862. Is it your opinion that landlords do turn tenants away and give them notice to quit for some trivial reasons, when at the same time the real grievance is that they are killing the rabbits?—Well, I cannot give you anything to prove it but myself in that way.

71,863. We have had another case here just now?—Well, the parish of Llanwnnog I was speaking of.

Professor Rhys.

71,864. You are strong in your opinion that that is the reason you had to leave?—Yes, I am.

71,865. But you are not able to give us any evidence, as I may call it, beyond that?—I certainly cannot, only "If you do not drop that game there will be another row." It was like this. He saw the flask of powder and the box of wads in my coat. He was in the train with his eldest son Willie. I raised my hand like this to shake hands with his son. He was next

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Mr. THOMAS BOWEN.

[Continued.]

Professor Rhys—continued.

to the door, and he saw the flask of powder and the box of wads in my pocket here. Then he said: 'Look here, old boy, you must drop that "game or there will be another row."

71,866. Was it the landlord or his son who said that?—It was the landlord, Captain Adams himself.

Sir John Llewelyn.

71,867. I have some questions by Mr. Woosnam: "Were there any closes on the farm?"—Yes, they had enclosed about—I cannot say exactly, but from six to eight acres.

71,868. "Were you allowed to enter them to "kill the game?" I suppose that means to kill the rabbits?—No, there is no occasion for me.

The witness withdrew.

Mr. THOMAS BOWEN called and examined.

Sir John Llewelyn.

71,873. Do you wish to rebut the statement of the last witness?—If you please.

71,874. You are agent to Captain Adams?—Yes. I do not see why Mr. Tibbott should make any complaint about the rabbits. I have the agreement, stamped, that the farm was let according to the Ground Game Act.

71,875. Yes, that is so, he put that in himself, and then he said that he had notice to quit, and he thought it was really on account of a certain conversation?—I have not got the letter here, but I can produce the letter from the captain. It was because of cutting the timber down that he had notice, and when I told him about it, he said he did not care for the captain nor for the keepers.

71,876. Was that notice to quit compromised and withdrawn?—Yes, withdrawn on account that he would cut no more timber.

71,877. What was the cause of the second notice to quit?—Mr. Tibbott gave it himself.

71,878. Why?—He thought he could take a cheaper farm, I suppose. I do not know whether he has done so or not.

71,879. Then the notice to quit which was acted upon was not on account of the cutting of timber, because that had been compromised?—Yes, he gave notice to quit himself the last time.

The witness withdrew.

Mr. JOHN TIBBOTT recalled and further examined.

Sir John Llewelyn.

71,885. I think I understand it. You say that the second time you did give notice because the rabbits were too numerous?—Yes. When I went and asked for my farm after I had notice, the condition was that I would not interfere with game—not the game keepers.

Sir John Llewelyn—continued.

They would not have many rabbits. It was too damp for rabbits there.

Professor Rhys.

71,869. The rabbits preferred being outside the covers?—Yes.

Sir John Llewelyn.

71,870. Then I have some questions by Mr. Owen Wynne: "You have admitted in your "evidence that you did cut down some trees, "have you not?"—I cut some alders.

71,871. "Have you anything more than your "own opinion for stating that it was on account "of the rabbits?"—Nothing.

71,872. "Have you ever been accused of interfering with game?"—No, never.

Re-examined
71,885.

Sir John Llewelyn—continued.

71,880. Have you anything else to rebut in his statement?—No, nothing more than that.

Mr. Griffiths.

71,881. Are you in a position to deny that the landlord said that there would be a row unless he dropped that game?—Mr. Tibbott remarked about buying the gun and wads. There is no doubt he could trap and ferret and take all the rabbits he could, but I am afraid if a pheasant would rise it would be in a very dangerous place, and I daresay the keeper might have said something about that.

71,882. But he says it was the landlord who told him that if he did not drop that game there would be another row?—Very likely there was a little cause.

Sir John Llewelyn.

71,883. You do not know anything as to that of your own knowledge?—No, I know nothing about that.

71,884. He says that is the reason that he had notice to quit?—But he gave notice himself. It was through the timber really.

The first notice was through the timber being cut, there is no doubt. I can produce letters to that effect if it is wanted.

Sir John Llewelyn—continued.

71,886. I understand the game was reserved according to that agreement, but subject to the provisions of the Ground Game Act?—That was the first condition before he promised me the farm back again—that I must never touch the rabbits nor anything.

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Mr. J. TIBBOTT.

[Continued.]

Sir John Llewelyn—continued.

71,887. According to the agreement you yourself put in, it was subject to the provisions of the Ground Game Act, and you had the full right of killing rabbits?—Then how does he say that cutting timber the first time was the evil? Now, there is no talk of cutting timber in the second taking.

Professor Rhys.

71,888. What you say is that the second time after the notice to quit, the first condition was that you were not to interfere with the game?—Yes, that is the first thing Mr. Bowen came to me with.

71,889. Did that include the rabbits?—Yes, certainly.

71,890. No mention of timber?—No mention of timber at all. I was to open some gutters, and certainly not to interfere with the gun or anything.

71,891. This is not the agreement that you are referring to. It is the verbal understanding?—No, it is the agreement.

71,892. But what you are saying now is not in the agreement, and it would not be in the agreement; if it were it would be of no value?—No, these are Mr. Bowen's words.

71,893. That is what I asked. It is not in the agreement. The agreement is according to the statute. The talk with you is another condition outside the agreement?—Oh, yes.

71,894. And that was after the notice you had had when you were being allowed to go on again as tenant?—Yes, that is the very time, the next Christmas.

The witness withdrew.

Mr. JOHN MORGAN called and examined.

Sir John Llewelyn.

71,900. Do you understand this statement in English?—Yes.

71,901. Are you willing for it to be read?—If you please.

71,902. Please stop if it is in any way incorrect?—It is quite right.

[The statement of the witness was read as follows:—]

I am 69 years of age. I am now living at Caersws Village in this county, and am engaged as a labourer at Park Farm with Mr. Jones.

I went to live at Cefncaled Farm, in the parish of Kerry, at Lady Day, 1866. The rent was agreed at 85*l.* per year. The acreage is about 85 acres. There are about a dozen acres of wodd land and dingles. About 30 acres of the land is exceedingly poor wet land. The late land agent to the Dolforgan estate described a good deal of the land, between 20 and 30

Professor Rhys—continued.

71,895. That was outside the agreement?—Yes.

71,896. That you were not to touch any game?—Yes.

Sir John Llewelyn.

71,897. The agreement is in 1892, and it is subject to the Ground Game Act of 1880. That is so, is it not?—Yes.

Professor Rhys.

71,898. I think I understood you to say that outside this agreement, when you were allowed to go on as tenant, there was this verbal condition that you were not to touch the game, including the rabbits?—Yes, I went to Carno to meet Mr. Bowen the day after the rent. He went up to Captain Adams, and asked him, was he willing for me to get on; so he came back to the Carno public to meet me, and that was the first word he told me. He said, "Yes, the captain is willing for you to get on as a tenant, but he must have some things from you particularly," and the first thing was that I was not to interfere with anything of the game at all, the rabbits or anything; and he wanted me to keep some gutters open, that was the second thing. I do not remember what was the third. There were three, I suppose.

71,899. I did not understand, when I questioned you before, that you had given notice finally yourself. When was this conversation between you and the landlord, when he told you that you must drop that game? Was that after the notice you got, or before?—After the notice I got of him. That was in 1893.

acres, as not worth more than 5*s.* an acre. Two or three years ago the same land agent looked over the farm with a view to a purchase, and told me that for the 26 years I had occupied the farm I had paid my landlord 200*l.* too much for rent. The rent of 85*l.* was paid for from 10 to 15 years. Some time during this period the Dolforgan estate (of which my farm was a part) was valued by a Mr. Farmer, a land surveyor, for the landlord. I inquired from Mr. Farmer what rental he had put upon the farm in his report to the landlord. Mr. Farmer declined to give this information, but stated that it was the same valuation as he had placed upon it for poor law purposes, which was 70*l.* per year. He had made the valuation for poor law purposes, I believe, a little time previously. After Mr. Farmer's valuation I paid 80*l.* per year, the rent being reduced 5*l.* I expected it to be reduced to 70*l.* per year, which was the valuation I believe to have been put upon it by Mr.

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Mr. J. MORGAN.

[Continued.]

Sir John Llewelyn—continued.

Farmer. It remained at this figure to the year 1886. In the year 1885 I had given notice to quit, because I found it impossible to make the rent. I had frequently to borrow money from the banks and from friends to meet the rent and my other payments. I arranged to retake the farm on upon the condition that I was to be allowed 10*l.* for the first year for manure, and I was also to be allowed 15 per cent. discount for three years. These terms were merely verbal. The agreement was not signed for some time afterwards. When the agreement was produced to me these terms were not included in it. After the three years 10 per cent. discount was allowed. It was afterwards reduced to 5 per cent. In the year 1886 I was about 12*l.* 10*s.* behind in the rent. I am certain it was not more than this, although the agent said it was considerably more. I was charged 3*l.* 12*s.* 10*d.* per year for interest on outlay up to the year 1886, although I had only promised to pay 15*s.* About 1887 or 1888 the drains all got done up, and it was dangerous to take a horse on the land. In April 1892 I received an application from Mr. Harrison, solicitor, Welshpool, on behalf of my landlord, for 220*l.* arrears. I only considered that up to Lady Day, 1892, I owed 52*l.* 10*s.*, and I cannot believe it was more. I went to the agent and he reckoned that 62*l.* or 63*l.* was due from me, and said I had been charged with per-centage which was to be allowed me, and that this was the reason the amount was so large. I had a second letter later in the month. A distress was put in on the 30th April for 120*l.*, that would be rent for one year and a half. The dealings between the landlord and tenants on the estate did not justify this. I was never more than 12*l.* 10*s.* in arrears. There was 8*l.* due to me from the landlord for different things supplied to my landlord. I applied to the agent, and was told I could have it when I squared up. The agent afterwards refused to allow it to me. When the distress was made I consulted a solicitor. Ultimately terms were agreed upon by which I was to quit the farm and receive 50*l.*, and the landlord to have all the crops for the year 1892. The crops for that year were afterwards sold for 120*l.* I should have commenced an action for damages for the illegal distress, but had not the means to do so. I produce a copy of the agreement come to and the distress warrant. I had the greatest difficulty in getting any repairs done to the house and buildings. I was obliged to do almost all myself. When I went to the farm I myself made 20 new gates from timber. I kept them in repair. I was never allowed anything for them. I had great difficulty in getting any repairs done to the house. The kitchen had not been whitewashed for 12 years before I left. I greatly improved the farm, but was never allowed anything for the improvements. The tenant who took the farm from Lady Day, 1893, pays a rent of 60*l.* per year, and is allowed 10*l.* for manure—practically paying a rent of 50*l.* During the first few years I was at the farm I was pestered with game, and half the crops were eaten up by

Sir John Llewelyn—continued.

them. I claimed compensation, and was told by my landlord to destroy the game, which I did. Four of my children worked on the farm, but neither of them ever received a penny for wages. One son worked for 26 years and another for 10 years. I should never have been able to pay my rent if I had been obliged to pay servants' wages. I farmed well—no man in the parish worked harder than I did, as everyone knows. I spent the best years of my life there, and now, in my old age, I am reduced to the position of a labourer.

71,902*b.* Do you wish to add anything to that?—No, thank you.

Mr. Griffiths.

71,903. You said you had a claim of 8*l.* against your landlord. What was that for?—Wheat for the fowls and turkeys, for them to eat. Several carcasses and dead things went to the dogs.

71,904. Were you not allowed anything for it?—Nothing in the world. He claimed the back rent, and he told me that it was too late for me to claim the amount due to me.

71,905. Had you sent in the bill in time?—Yes, the bill had been in two months before.

71,906. How was it too late. Was it over six years?—Well, you understand the agent died, and then another clerk came to the office from Manchester, and he said it was too late for me to have the money. He said it had been too long. Here is the bill that I sent in, and I did not get a farthing:

71,907. This is the bill:—

“Cefncaled, Kerry,

May 16th, 1892.

“William Walton, Esq., Dr., to John Morgan.

	£	s.	d.
1886. Manure - - -	5	0	0
March. 2 bags wheat - -	1	10	0
1887. To carcase of cow - -	0	10	0
” To carcase, one heifer and skin - - -	0	10	0
1889. To 12 quarts damson plums at 4 <i>d.</i> per quart -	0	4	0
” To one turkey - - -	0	6	0
	£8	0	0”

Now you say the solicitor said it was too long ago?—This clerk came after the agent died, and he told me he did not consider the money due that was put on me, and he thought it was a mistake at the beginning, but they distrained for it all.

71,908. Have you got your agreement?—No, I have not, indeed.

Professor Rhys.

71,909. 8*l.* was a considerable sum for you?—Well, yes it was, and I ought to have my rights as well as them.

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MR. J. MORGAN.

[Continued.]

Mr. Griffiths.

71,910. How did you get back in your rent?
—Because I could not make it.

71,911. Had you your sons at home with you?
—Yes, one son was with me till he was 42 years of age.

71,912. Did you pay him any wages?—No.

71,913. Suppose he had gone out to service, how much a year could he have got?—Well, he gets 24*l.* now off Mr. France, at Builth.

71,914. He would have had that, I suppose, for the last 24 years?—Oh, no doubt.

71,915. You gave him some clothing, I suppose?—Oh, yes, some clothes.

71,916. What did the clothing amount to in the year?—Really I could not say.

71,917. How many suits of clothes did you give him every year?—One, or it may be two, just as it would happen.

71,918. What would they cost, do you think?
—I do not know, perhaps a couple of pounds a suit.

71,919. I did not understand what you said about the kitchen not being whitewashed for 12 years. Whose fault was that?—No, it was not touched, nor a window touched, except what I got mended by the glazier from Newtown and paid for.

71,920. But does not the tenant whitewash his kitchen. He does not expect his landlord to do that?—They had agreed to do it, and to keep the house and building too in repair, and when I went to the old Mr. Walton he told me he would do anything so long as I paid him 6 per cent. on the money that he laid out—6 per cent. on the money for draining or repairing buildings or gates, or he said he would make me gates at a shilling a year.

71,921. Then you sent in a claim for damage done by the game?—Yes, that was in the old gentleman's time.

71,922. Did you have anything?—Nothing in the world. He said I should at harvest, but he did not pay me anything, but he gave me orders to kill the rabbits.

Sir John Llewelyn.

71,923. He did not reserve or keep the game at all?—Yes, very strict.

71,924. But after he gave you leave?—Yes, he kept the game.

71,925. But he gave you leave to kill them, and you did kill them?—Yes, the rabbits—nothing else, nothing at all.

71,926. Whose is the Dolforgan estate?—The late Mr. Walton. After he died it was four trustees that managed it for a few years.

71,927. You seem to have put your case into the hands of a solicitor, who compromised the matter in a way that you think hard?—Yes.

71,928. Who was the solicitor who acted for you?—Mr. Woosnam.

71,929. He acted for you, and I suppose he made the best bargain he could for you?—Yes; they threw the things away as they liked.

The witness withdrew.

Professor Rhys.

71,930. Who did?—The landlord. They were sold for nothing just. A good cow and a calf just six months old were sold for 5*l.*

71,931. How long ago was that?—Two years.

71,932. Were prices very low in those days?
—Well, they were very low.

Sir John Llewelyn.

71,933. I understand you to say you got 50*l.* and the landlord afterwards sold the crops for 120*l.*?—Yes, but the lady promised me then that all the overplus I should have, but I never had one penny. That was Mrs. Walton. She told me that before the sale commenced.

71,934. Was that promise in writing or verbal?—She came to our house and said she was very sorry to see our things sold off.

Sir John Llewelyn.

It sounds very hard indeed.

Professor Rhys.

71,935. Do you not think that you would prefer a non-resident landlord, in which case such a thing as this would be written down, so that you would have something to show?—He told me, when he sent for me down the last time to take it, that he would do three times more for me than I asked him. In 1886 I wanted him to lower it 10*l.*, he said if he would lower me that 10*l.* all the tenants would want it lowered, but he said he would do three times more for me than that, and that is what he did.

Sir John Llewelyn.

71,936. I have a question by Mr. Owen Wynne: "If you employed Mr. Woosnam as your solicitor, why do you now complain of the terms of the arrangement he made?"—Well, because I ought to have had the overplus, all that was coming to Mrs. Walton. That is what I complain of.

Sir John Llewelyn.

Mr. Woosnam, can you say anything as to this?

(Mr. Woosnam.) I think you rather misunderstood the witness. He said he had a promise from the landlady that he should be returned a certain amount, and that is what he complains of; not of the agreement, because the agreement was read over to him and explained to him before he signed it.

Sir John Llewelyn.

He said it was a verbal agreement, and not a written agreement.

(Mr. Woosnam.) Yes, that was the agreement with the landlady, not the written agreement.

Sir John Llewelyn.

And that was not acted up to, according to his statement.

(Mr. Woosnam.) Yes. Unfortunately he had no means to commence an action, and I did what I considered best on his behalf.

Re-examined
74,890,

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Mr. C. J. MORRIS.

[Continued.]

Mr. CHARLES JOHN MORRIS called and examined.

Sir John Llewelyn.

71,937. Will you give us your evidence?—I, Charles John Morris, of Wood Eaton Manor, in the county of Stafford, of Oxon, in the county of Salop, and of Dol'lys Hall, in the county of Montgomery, say: I am a landowner holding estates in the said three counties, and it is my desire to give evidence more particularly in reference to my own estate in Wales. It is 4,400 acres in extent, and is situate in and near the town of Llanidloes, in the county of Montgomery (of course these statements have been got up by my agent very carefully). The said acreage includes 1,024 acres of woods and 69 acres of water. I succeeded to the estate on the death of my uncle, Edward Morris, in the month of November 1878. I produce my estate accounts for the 15 years ending the 31st December 1892 (*producing same*). I also produce and hand in an abstract of the accounts for those years (*producing same*). The rentals I received during the period amounted to 37,755*l.*, the timber to 2,066*l.*, the sundries to 452*l.*, being a total of 40,273*l.* Out of this sum I have paid as follows: On woods and planting 6,176*l.*, or 15·33 per cent.; on new buildings and repairs 6,595*l.*, or 16·38 per cent.; on estate fencing and new gates 436*l.*, or 1·08 per cent.; on draining 895*l.*, or 2·22 per cent.; on rates, taxes, and tithe 3,817*l.*, or 9·48 per cent.; on insurance 69*l.* 7*s.* 2*d.*, or ·17 per cent.; on advertising, printing, and sundries 872*l.*, or 2·17 per cent.; on tenants permanent grass seeds 254*l.*, or ·63 per cent.; on agency expenses 1,695*l.*, or 4·21 per cent.; leaving a balance of 19,462*l.*, or 48·32 per cent., which has been placed to my own credit.

The estate is not situate in a manor or honour or lordship.

Ownership.—I do not consider existing unenclosed and hill land adaptable for profitable cultivation unless it is planted. The sheep runs attached to my own estate are enclosed with one exception, and that one has been marked out. My farms, or some of them, are let with sheep runs attached.

Occupation.—My farms are let from year to year, from the 25th day of March to the 25th day of March. I am not aware that there is any demand for leases. I have never been asked to grant a lease because tenants feel themselves equally safe without one, and if they take by lease they covenant to pay a fixed rent, and under those circumstances could have no reasonable claim for a reduction. Very few changes take place in the tenancy of farms on my estate, not more than one or two annually, and these are generally attributable to the death of tenants. Occasionally a tenant leaves to take a larger holding. I do not know what other owners generally do if they resume the occupation of a field cut of a holding for the sake of planting or other purposes, but on the occasions I have done so I have given proper notices and reduced the rent

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accordingly and granted what was considered fair compensation. A tenant of mine would be compensated for the damage done by timber cutting. I should add with regard to that of course if there is any material injury he would be paid. The timber merchants, of course, very often make a great mess. There are no mining, brickfields, or quarries on my estate in operation at the present time. I produce a copy of my agreement.

71,938. Will you kindly hand that in?—Yes (*handing agreement*). Perhaps I may have something to say about it later on.

71,939. Then you say it is the same agreement as you use on your Shropshire and Stafford estates?—It is. I have not heard that any of the clauses are considered oppressive. The tenants are permitted to farm in whatever way they think proper so long as the farms are fairly cultivated. I never had to enforce the penalising clauses, but I might do so if a quitting tenant left his farm in a bad state, or in the event of his making structural alterations in the buildings without my permission. A copy of the agreement is given to a tenant when he enters. The rent is fixed at a gross sum and includes the tithe rentcharge. This has been customary on my estate for many years. I cannot say whether my rents are uniform with those of neighbouring estates. No rights of pasturage over commons are attached to my farms. Sheep walks are attached in some cases. The tenants render no services except to do annually one or two days' haulage with a team of horses; practically this is not enforced. I always find my tenants are willing to assist one another in the hauling of building materials when any building or repairs are being carried out. In the event of large repairs I make the tenant an allowance for haulage. The rents on my estate are not raised when tenants quit. I do not know of any rents having been raised, unless it is where there has been draining done. I may have lowered the rent in one or two cases, but I have not risen any.

71,940. You have kept the same rents on the estate?—Yes, about the same. There may have been one or two lowered, but I have not gone into that closely. The rent of the smaller tenantry is not higher per acre than that of the tenantry on larger farms. The value of the houses and buildings in small holdings (say, under 40*l.* per annum) is very high in proportion to the rent, and probably a small additional sum would be charged for the house. I am of opinion that in the case of holdings of 25*l.* and under the interest on the outlay on houses and buildings swallows up almost the entire rental. I usually get from incoming tenants the same rent, and usually find no difficulty in letting my farms at the old rental. A son of an outgoing tenant is preferred if suitable. This custom has always prevailed on the estate. No annual

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increase is made in rentals for new buildings or repairs, but small additions have been made for drainage. I have made abatements in my tenants' rents during the last nine years; such abatements have not exceeded 15 per cent., and have not been less than 10 per cent. of the rentals. (*See the account referred to above.*) There are some rentals close to the town of Llanidloes on what we call accommodation land up to the town that have been lowered, and upon those that have been lowered there has been no reduction made. I mean to say if it has been lowered when they have taken the land there has been no reduction made afterwards naturally. Notice of these abatements is given by circular prior to a rent audit. Last year I promised an abatement of not less than 10 per cent. for three years next following, in order that tenants might get the rateable value of their holdings reduced.

71,941. As a matter of fact, did they get their rating reduced in consequence of that? That is a very interesting point?—I could not answer that. Perhaps my head agent can.

71,942. I will get that presently. Will you proceed with your statement?—The rent falls due on the 25th day of March and the 29th day of September, and is paid about the middle of June and the middle of December following. All charges except local rates and land tax are paid by myself, and I pay all local rates on rights of sporting. I have 22 farms on my estate; the largest is 313 acres, exclusive of sheep walks, and the smallest is 15 acres. On the whole they average 118 acres, exclusive of sheep walks. Holdings have not been consolidated or subdivided during my ownership. In my opinion, if the present reduction of rents continues, the smaller holdings will have to be consolidated, in order to produce a return where there is a house and buildings on the holding, but this question affects my property to a very small extent. There is a sufficiency of labourers on my estate, and I have no ground of complaint against my tenants owing to their fences, ditches, and water-courses being improperly attended to. No land is going out of cultivation. There is little waste land to reclaim. In my opinion there has been no considerable change in the nature of the agriculture pursued in my district within the last 20 years, except that a small portion of the arable land has been laid down to permanent pasture. I have an additional note here about that. Shall I give it now, or would you like it at the end?

71,943. Perhaps you had better go through your statement, and we can come back to your additional note?—Perhaps that would be better. When laid down, on my estate I find and pay for the seeds and the tenant agrees not to break up the land without permission. The houses and buildings on my estate when purchased by my predecessor were in a very bad state, and have been from time to time improved entirely at my own and my predecessor's expense, except, as I before stated, the assistance in haulage. Protection from river encroachment has been done by the landlord. Latterly, many of my

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tenants have erected Dutch barns, and these are usually valued and paid for by an incoming to an outgoing tenant. When I say that, I have of course acted as a go-between between the outgoing and the incoming tenant.

71,944. Do you mean the agent or yourself?—It would all come before me, no doubt; but my agent would have looked into the matter, and to the best of our ability it has been settled in the interests of both parties.

71,945. What you say is, I suppose, that you are quite accessible to your tenants?—Oh, yes; accessible to anybody at any reasonable time. I leave tenants out of the question. No other improvements are carried out by the tenant. As to the Agricultural Holdings Act, I think the Act is fairly good and satisfactory, but there should be a cheaper method of arbitration when it becomes necessary. In my case, as regards the county of Montgomery I have had no case which has gone to arbitration, and only one on my other properties, all such matters having been settled between myself and the outgoing tenant. I think it would be better if the Agricultural Holdings Act contained clauses defining payment for cake, corn, manure, &c. These clauses, when inserted in an agreement as in my case, appear to act well and save dispute. I may say that my agreement was drawn up about 1880, before the last Agricultural Holdings Act, and it has not been changed with the exception of one clause at the end; therefore of course there are many more things known about the value of cake and manures now than there were then. I only filled it up to the best of my ability. With regard to home-grown corn, the difficulties of preventing excessive claims seem so great, and would be so troublesome and expensive to prevent, that I do not see how it can be carried out. I fear it would oblige the mutual valuation of all corn crops or some equally expensive process. I fear if the Act is altered much more in favour of tenants, owners will give up spending money on their estates; and it will probably be wise to do so. In this time of depression such a result would be most serious, as the best chance of tiding over the difficulties is liberality upon the part of landlords. Anything that reduces the pride of landowners in landed property, or their interests in it, or their amusements or power over it, acts heavily against residence in rural districts and increases the tendency to hold land in hand. This must act as against tenants' interests as a whole. The game on my estate has not until very recently been preserved. I have one man only employed on the estate, whose duty it is to kill the rabbits in the covers, destroy vermin, and look after the game. My family during the last two years have shot over the estate two or three days in the months of September and October, and the tenants of their free will and good nature come out and assist them. They are not paid, but some game is given to them. I consider the Ground Game Act calculated to cause disputes between landlord and tenant, and think the tenants' interests could be better protected in

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other ways. This, however, does not affect me individually. With regard to that I have got to say this. It is my opinion that, given two people to have the power to shoot over the same land, it is very likely to cause and must cause dispute. With regard to the other part relating to the Ground Game Act, I think it is absolutely necessary that the ground game should be kept down. It also puts a difficulty in the way of tenants if they want to let the shooting, no doubt. Then with regard to co-operation and combination, I say there is none. I insure houses and buildings. Tenant farmers, almost without exception, engage in the manual labour of their farms, and their wives attend to the dairy work and other household matters. The larger farmers keep one or more indoor male servants, and a few one or more female servants. Those questions can be better answered by a farmer, but I find no demand for cottages, and a few have been given up. There has been no considerable migration of farmers in my district within the last 20 years. The period of agricultural depression began about the year 1878, and I do not think the farmers in the Llanidloes district have done so well since that time, but they have not felt the depression brought about by the low price of grain to the same extent as farmers in Shropshire, Staffordshire, and other parts of England, the district being more adapted for breeding sheep and cattle than for grain growing. The causes of such depression are the low prices of corn, but such depressions vary in different districts to a great extent. In North Wales such depression is much less than in many other parts, the farmers depending to a large extent on the price of mutton, store stock, and dairy produce. Mutton has not gone down so much in value as other meat, and has often been high, store stock in the same way has also varied. Dairy produce keeps about the same. Wheat is not much grown in Wales, and cannot pay to grow except where straw is of value. Oats and barley have maintained a fair price and are the chief corn products. No doubt a duty on corn would be the quickest and most effectual remedy. I consider this unadvisable, and not practical, but I see no objection to a duty on foreign barley, and this would help all districts, and especially the districts in England where the greatest depression exists. Adulteration of all agricultural produce should be prevented as far as possible, and the sale of foreign produce as English put a stop to. On all products of land, especially timber, the high railway rates act prejudicially, these rates as compared with railway rates and low ocean freights on produce from abroad act as a very heavy protective duty in favour of the foreign as against the English producer. Twice I have endeavoured to sell crate wood in the potteries, but the carriages and charges consume so much of the price that I have to sell it at home for firewood. To a less extent these charges interfere with all wood products. Many parts of Wales are eminently suited for planting and would employ as woodland a much larger population and probably in

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the future be of national importance. As long as the railway charges remain as at present, and land planted continues to bear before the returns come in all taxes, tithe, and other charges, no quantity will be planted. In this case the man who plants never reaps. I believe the relations existing between myself and my tenants are of a most friendly character, although I only reside amongst them three weeks in the autumn of each year. I have a very high opinion of my tenants. I never interfere politically with my tenants, and in a great many cases I do not know what party they belong to.

71,946. Now will you kindly supplement that by the note you have alluded to?—The first note I have is about cultivation as a means of alleviation of the depression. My view is this, of course it is a very hard thing to get land laid down in any district. That I know perfectly well. That applies to England as well as Wales, but what I have put down here is this: Lay down all land not easily cultivated and far away from house and keep as arable only the best, not exceeding one-third of the holding where it can be done. It is a very difficult thing to do, but there is no doubt that cheapens the expense to some extent. That is my view. Then as to draining, I would say that in Wales land is very expensive to drain. A great deal of it is clay land, and the rainfall is often double, for instance round Llanidloes.

71,947. By double, do you mean double what it is on your other properties?—I believe it is 40 at Llanidloes, and about 20 at Shrewsbury. Of course, it might vary down the valley a bit. That is to the best of my knowledge. This, of course, requires extra-sized pipes, and that is very expensive. If you have to have 3-inch pipes instead of 2-inch, that of course costs money. Therefore, my opinion is that the expense would be so great that I do not think it would pay. All wet land would be better laid down to pasture, I mean grass land will do with much less draining than ploughed land. Then would you like anything with regard to the agreement. I think I have given you that.

71,948. Yes, you have put that in. Before you leave that question of drainage. I quite appreciate what you say about drainage, but I should like to ask you this question. It requires a great deal of judgment as to what land should be drained, and what should not be drained, does it not?—Quite so, and a great many people are inclined to drain all over a field. Now, if it is a grass field by draining the wet places you put the field in good order, whereas if you over-drain a grass field it is injured. With regard to this matter of drainage, I have generally looked very carefully into my own property. I have gone over and looked into everything all the time I have had it.

71,949. You think the judgment of the landlord and tenant should both be employed before any heavy outlay is made on drainage?—I think so. The difficulty with the tenants is this. When a tenant has had some draining to do on his own farm he will then be in a position

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to know something about drainage, but until he has done that I do not think his opinion would be worth much. It is a thing that requires a certain amount of experience. In Wales it is difficult to say what the cost would be, but many of these clay farms would cost about 7l. or 8l. an acre to drain. You cannot possibly do it. Then with regard to the shooting and the Ground Game Act, I do not know much about it in Wales, but there is no doubt that it very often causes a lot of feeling between landlord and tenant. It has not interfered with me much, but I know many cases where it has caused feeling. Then I have a note with regard to crate wood.

Professor Rhys.

71,950. I was going to ask a question about that. Where do they get the crate wood for the potteries from?—They have not got it from here. I mean to say it does not pay to send it from here.

71,951. But where does it pay to get it from? They get it from somewhere?—They get it from some other districts. The railway charges are excessive down here. There is the first, the Cambrian, then the London and North-western, and then the North Stafford; they have to agree upon rates, and the result is a prohibitive charge.

71,952. What I meant was this. Do they get it from a shorter distance, or do they get it from a longer distance at a lower rate?—I have no doubt where it went over the line of one company only they would get it from a longer distance at a lower rate.

71,953. Cheaper?—I should say they would. I cannot tell you that. I can give you the rate if you like.

71,954. I mean that is the sort of transaction which ought to be controlled somehow by the Legislature?—Quite so. I quite agree with that. I should not like to mention names, but I know a very large landowner with very large coal works, and it does not pay him to send his props to his mines from his own estate. That is a very hard case.

71,955. I should like to see it the subject of legislation?—I quite agree that it ought to be.

71,956. If the accident of two or three companies having to run lines over a certain district prevents the rates from being what they ought to be when they are in the hands of one company, I think that is a fair ground for some further legislation?—Would you allow me to give you the particulars. My resident agent went into it with a crate maker. I had a good deal of wood which was only suitable for that work to sell, and it would probably have employed more people if I had been able to sell it. I believe it was calculated that the amount I was to get for my trouble was 3s. 6d. a ton, and even then I think that was at rather a low valuation of my expenses. That would hardly do under the circumstances; it would be too

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risky, because the landlord has to bear the risk, I will not say of bad debts, because with the people I deal with there is no chance of that, but still you have to bear all sorts of risks.

71,957. I do not think you need go into them, but recent legislation has not removed these inequalities?—Certainly not; neither has it removed them as regards agricultural produce or anything to the best of my knowledge. Here is the letter I referred to about crate wood. It is from my resident agent:—"Lanidloes, March 22nd, 1894, C. J. Morris, Esq. Sir,—Mr. Williamson has been over from Longton and pointed out the sorts of poles he can do with. He would take 50 tons of larch and 50 tons of oak now, and next year he might take a larger quantity. He will give 23s. per ton. The rate is 13s. 4d. The expenses are 5s. 8d. per ton for falling and taking to station, and a further charge of 6d. for loading into trucks. It stands thus:—

	s.	d.	£	s.	d.
"For timber -	1	3	0		
"Cutting and carting	5	8			
"Loading	0	6			
"Railway rate	13	4	0	19	6
	19	6	0	3	6

"This leaves too small a margin. I applied for an 8s. rate, and now try for 10s., and hope to get it. Unless this 10s. rate can be got it will not do to sell it for crate wood. Mr. Williamson cannot take the first thinnings as they are too small. Mr. Liddle's clerk was over to-day and took over all papers, plans, accounts, and account of timber (sawn), tools, and so on. I have been around with Mr. Shore and pointed out all particular and peculiar matters so far as they occurred to me, and I shall be glad to tell him anything at any time after I leave. The weather is very dry, and a strict watch must again be kept till the grass gets green in case a fire should occur. I got 10,000 larch and 2,000 abies seedlings, and they are nearly finished. I think they will be to-night. I told Lloyd you would look into his application when you were over. Yours respectfully, Wm. Proudfoot."

71,958. Could the railway companies do anything you think to set this matter right?—Well, we applied I think to the Cambrian and North Stafford Companies, I do not like to commit myself to state what they said. It simply comes to this. I tried some years before and I could do nothing. The North Staffordshire Company will not assist the others much. Of course there are three pulling to get a pull out of these rates. I think the carriage from my other property is from 7s. to 8s., and we have got all the work to do; we have to load it into their trucks at the station and do everything; all the Company have to do is to take it down to the crate makers. It is a very heavy charge.

Now I will read a note that I have made about the woods:—"The worst land that is rocky and very wet land should be planted. This would

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"make shelter for the rest and improve the part left a great deal. It would also employ a lot of labour—one to every 200 acres, and a lot extra at times. If railway rates were reduced it would pay well for mine props and pottery "crate wood." I mean to say the thinnings would. With regard to larch disease, I do not think I need trouble you.

71,959. Your Welsh estates are chiefly in what parishes?—They are in Llanidloes, Trefeglwys, and Llanfarchan. I think that is all.

71,960. What is the language of your tenants chiefly?—Both languages; they can all speak English now, at least, they speak English when I see them, but no doubt they speak two languages, and very well a great many of them.

71,961. So that there is no difficulty between you on that score?—No, none whatever. The last man was an old tenant who died some two years ago. His son is now in place of him at Pontnewydd. He could not speak English, but I think now they all speak both languages to the best of my knowledge; at least, they always speak to me.

71,962. How did this old tenant use to transact business with you?—I generally go round once a year and call on the tenants. His daughter used to come round and speak to me. He had been there all his life.

71,963. You say there is no difficulty as to game on your estates?—No, I never find any.

71,964. But you have described very accurately, I think, the sort of difficulty that does exist?—The difficulty that exists, and always will, is this: You give a landlord and tenant the same right. Now, if you give two brothers rights over one thing very often they quarrel, and so with landlord and tenant. It is perfectly wonderful to me that there is not often much more trouble.

71,965. I quite agree with you?—That is partly in my opinion the objection to the Ground Game Act. Sometimes there are cases—I will not mention them, but cases have come to my knowledge—where a dispute has been caused between landlord and tenant, especially if a tenant is disagreeable he can very soon cause a dispute, but as a rule they are very good; they are very good indeed as regards my property. I have nothing to say about any trouble.

71,966. We find that where there is a shooting tenant there is much difficulty?—I have very little shooting let, and, I believe, that is let to the tenant, and where another person shoots over it it has either been a friend or a relation, and it has always been a condition to give game, and so on.

71,967. What I was coming to is this. You appreciate all the difficulties that do exist here and there; have you, as a practical man, any suggestions to make how to get over these difficulties which are constantly occurring on some estates?—As long as the tenant cannot do away with the right of shooting, I do not see how you can get over it. There it is. It is the practice for two men to have the right over the same

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thing. That is the practical difficulty. The greater number go on exceedingly well together, but you will always in this world get little disputes on one side or the other.

71,968. But I take it that even if the tenant had no right to shoot there would still be the difficulty about ground game?—I do not say anything about that. I think most landlords care very little about ground game. All they wish is that the tenants should not disturb the game they are going to shoot. That is the real thing that is annoying. I do not think the mere ground game is much to the landlords.

71,969. But you have no suggestion to make as to it?—You had better leave the Ground Game Act alone perhaps to a certain extent. I think the tenants should have the power to assign the right of shooting away. Many tenants already have the power, and do absolutely enhance the value of their farm. If the shooting is not let by the farming tenant, people do not like to take the shooting.

71,970. Some of your farms have extensive sheep walks, I think?—Yes; I will give you the numbers if you like.

71,971. I am not asking you for the numbers, but how does your agreement deal with the outgoing tenant with regard to the sheep? Is the incoming tenant obliged to take the stock?—They sell them off no doubt; they are not obliged to do so; they may or may not come to terms. I should not interfere in that question. The sheep in this country would not be like what they are in the north of England, where there are certain flocks of sheep belonging to certain hills, and where those flocks have especial value.

71,972. They are not small mountain sheep then?—No, they are not very small; they are what is called improved Welsh; that is the breed here.

71,973. But they are not settled on any particular land?—No, they could simply sell them off and buy another lot. It is not the same as having a particular flock that belongs to a particular district.

71,974. Then you alluded to arbitration. I did not quite gather what your suggestion was with regard to arbitration?—I have only had one case, I think, and that was down in Shropshire. That is the only case I ever had, and that would not have occurred only there was a case of death, and trustees had to be dealt with. I do not see why there should not be a person appointed in the counties, or something of that sort.

71,975. By whom?—Well, I do not know—by some public body.

71,976. The county council?—The county council, or something of that sort.

71,977. Or the Board of Agriculture?—Well, somebody. I should think they would be better appointed almost by the Local Government Board or the Board of Agriculture. I do not see why one should not be appointed for the county. Anything is better than the present system. I

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may say that in the case I referred to I offered a considerable sum to the outgoing tenant. However, the trustees would not come to terms, and it went to arbitration under the agreement. The result of it was that I lost nothing by it. The extra amount that I got paid my law expenses very easily, but I am afraid the other party lost very considerably, very heavily.

71,978. You consider that the present system is too expensive?—Too expensive. If you have an arbitration you must have one man on each side, and then an umpire, and the expenses quickly run up. There ought to be one simple court where you can come and state the facts and have it done with at once.

71,979. I suppose you take it for granted that if the men are reliable men they must be well paid?—Oh, yes; well, fairly well paid. The man must go over the farm, no doubt, and of course he must be well paid. I think there is nothing so bad as cheap law. If you go to very cheap law it is perhaps the worst of all. Law is bad enough in all conscience, but cheap law is worse than anything.

71,980. But how would you make the process cheaper? What is your suggestion?—Well, the public official would simply go round the farm and look over the fields; that might take a part of a day. Both sides would have placed their facts before him, and I think he would go over the place in a day—at any rate in two.

71,981. You think he should be paid a salary?—He would have to charge. I do not think the public should pay the whole of it. I think the expenses of the public arbitrator should be paid by the landlord and tenant in the same way that it would be in the case of arbitration under the agreement.

71,982. Then you would have one arbitrator instead of three?—Your agent would have to go before the arbitrator with his facts, and the tenant would go before the arbitrator with his facts.

71,983. You would have no appeal from the arbitrator to the law courts?—Well, the less appeal you have the better, I think; but that is a difficult question. A case might arise where an appeal would be necessary. I would give as little power of appeal as possible, certainly.

Mr. Griffiths.

71,984. Have you ever had occasion to enforce any of these penalising clauses in your agreement?—I do not recollect any. Of course if there were bad farming the clauses would be useful.

71,985. They seem to be very heavy?—Yes, they are heavy; especially the penalties for structural damage. I should certainly enforce that if there were structural damage done. I have known cases where they have cut through the walls and the building has tumbled down. I have always said this, that if a tenant likes to put something up entirely outside, then I do not object to his taking it away altogether.

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71,986. There is one rather unusual penalising clause here. "If the tenant shall sell any other than wheat straw he shall pay by way of penalty 3*l.* a ton for all straw so sold"?—That would come in sometimes, but it is a case that does not very often occur. I think that so far as wheat straw is concerned, if a farmer has means of selling any, provided he farms properly by turniping and manuring, there is no reason why he should not, but with regard to barley straw and oat straw I think it is different.

71,987. I remember my fellow Commissioner, Mr. Richard Jones, who farms in the same parish, sold some fine oat straw this year for 6*l.* a ton. You would agree that it is of great advantage to the tenant to do that?—I should tell him to sell it as fast as he could, and get some manure.

71,988. You would have no objection to your tenants doing the same thing?—Not at those prices, or even a great deal less. Still we have got to have this clause in the agreement as a protection. Of course we are obliged to put in a lot of things, not as against the good tenants, but as against the bad tenants. If all the tenants were good (and the bulk of them are) the agreements might be shortened. Then there is another difficulty. Sometimes in this world people die, and then the thing gets into the hands of executors, and then comes the trouble, and that is the time perhaps when you want the clauses more than at any other. Of course that is not the fault of the tenant. He cannot help it.

71,989. Then with regard to carting materials for repairs and improvements, have you any period of exhaustion for the improvements? Suppose you have new premises to build, and the tenant hauls all the material, it would be hard for him to leave soon after and get nothing for it?—Well, in those cases I have paid what I consider a reasonable sum for the carting according to how long the man had been there.

71,990. You would allow something?—I should certainly allow something. Of course I should not do so for some very small amount of repairs, but I mean where the amount came to anything considerable. Most of the people on my property have helped each other when there has been a repair; they have helped one another for a day, and so on, and therefore the repairs have been done, except in one or two instances, very easily indeed. For instance, I built a farm house, called the Gorn, and a man was paid for that hauling. That was a special case at the top of a hill, and the man had to draw a long way uphill, and I allowed him something considerable. I could not tell you without going through the books. My agent will probably know.

71,991. Have you as many applications for farms in the English counties as you have in the Welsh?—No, not so much.

71,992. Is it for the reason that they are smaller in Wales?—Yes, I think so.

71,993. More within the reach of people?—That is a reason, in my opinion; and, of course, in Wales they are all small farmers, and they work themselves.

15 September 1894.]

Mr. C. J. MORRIS.

[Continued.]

Mr. Griffiths—continued.

71,994. Do you give the same abatements on the English farms as on the Welsh?—They would not be quite under the same system, but we have given considerable abatements.

Sir John Llewelyn.

71,995. There is one question I should like to ask. Do you see much difference in land tenure between your different properties in England and Wales?—No, it all works under the same agreement. I do not think there is any reason for any particular difference. Agriculture is very much the same.

71,996. Do you see any reason for separate legislation for Wales?—Certainly not. I think it would be a disadvantage. In my opinion the

Sir John Llewelyn—continued.

less you separate Wales from England the better, if I am asked.

71,997. Mr. Owen Wynne asks, "What do you think about a land court?"—Well, first of all I must know what the land court is going to do.

71,998. I daresay you have thought of it. You have heard the term used?—I have heard the term. My opinion is what I have said. If you take the power away from the landlord, the landlord must in his own interest cease to spend money. Of course the moment you get to a land court you would have no control over the expenditure, and the only way to make a profit is to cease spending money, and, of course, when people cease to have control their interest in their property becomes that of mere rentcharges instead of landlords.

The witness withdrew.

Adjourned.

APPENDIX.

SCHEDULE FIXED BY THE SHROPSHIRE CHAMBER OF AGRICULTURE.

(Handed in by Mr. W. Parker, at Llangollen, Question 55,131, 64th day.)

SHROPSHIRE CHAMBER OF AGRICULTURE.

SCALE of ALLOWANCES under Part 3 of the First Schedule of the Agricultural Holdings Act, 1883 (and otherwise), for the guidance of Valuers under the Act, as adopted by this Chamber at a General Meeting held at Shrewsbury, April 12th, 1884.

ITEM OF OUTLAY AND APPLICATION.	Last Year of Tenancy.	Last Year but One.	Last Year but Two.	Last Year but Three.	Last Year but Four.	Last Year but Five.	Last Year but Six.	Last Year but Seven.
	1.	2.	3.	4.	5.	6.	7.	8.
Ammoniacal manures of approved analysis, and used on the farm for green crops, consumed by stock on the farm.	1-sixth							
Bone and other superphosphates, including guano used, as before.	Half							
Ground bones, half-inch to dust, used as above	2-thirds							
Raw ground bones, ditto, pasture lands	All	7-eighths	6-eighths	5-eighths	4-eighths	3-eighths	2-eighths	1-eighth
Boiled ditto ditto ditto	All	3-fourths	Half	1-fourth				
Raw ditto ditto meadows mown	3-fourths	Half	1-fourth					
Boiled ditto ditto ditto	2-thirds	1-third						
Artificial or other purchased manures of approved manurial value on pasture lands.	2-thirds	1-third						
Ditto ditto ditto on meadows mown	Half	1-fourth						
Lime used on the farm, and cost of spreading and hauling on pasture lands.	All	7-eighths	6-eighths	5-eighths	4-eighths	3 eighths	2-eighths	1-eighth
Ditto ditto ditto on arable lands and mowing meadows	All	2 thirds	1-third	1-sixth				
Claying, or marling, not less than 70 tons per acre	All	7-eighths	6-eighths	5-eighths	4-eighths	3-eighths	2-eighths	1-eighth
Linseed, cotton, or rape cake, consumed on the farm	1-third	1-sixth						
Corn-cake, malt-dust, and corn, purchased or home-grown, consumed on the farm.	2-sixth							

Note:—

- 1.—Manures in last year should not exceed in quantity per acre the average of application of the three last preceding years.
- 2.—Notice with sample of home-grown corn, stating probable quantity about to be consumed on the holding, to be supplied to landlord.
- 3.—Lime and reasonable labour of compost heaps applied to the farm in the last year, or left in a proper state for application, to be paid for at a valuation.
- 4.—The last year of tenancy to extend to the time when the whole of the stock is removed from the farm.

ALFRED MANSELL, Secretary,

And Valuer under the Agricultural Holdings Act, 1883.

Offices—College Hill, Shrewsbury.

DOCUMENTS RELATING TO HOLT.

(Handed in by the Honourable George T. Kenyon, M.P., at Wrexham, on the 65th day.)

(A.)—1st March.—5th Elizabeth. LETTERS PATENT of INNOCENTIUS of a CHARTER of THOMAS, EARL of ARUNDEL and SURREY, made in the 13th of HENRY THE FOURTH, to the BURGESSES of HOLT. (See Question 56,534.)

Translation.

Elizabeth by the grace of God England France and Ireland Queen Defender of the Faith &c. To All To Whom the present letters shall come Greeting. We have inspected a certain charter of Thomas late Earl of Arundel and Surrey Lord of Bromfield and Yale made to the burgesses of his town of Lions in the marches of Wales their English heirs and successors and sealed with the seal of the same late Earl as it is said in these words To All faithful Christians who shall see this present charter Thomas Earl of Arundel and Surrey Lord of Bromfield and Yale Greeting in the Lord. Know ye that whereas our town of in the marches of Wales as well by the grant of divers of our ancestors and progenitors made by divers charter and ratifications to the burgesses of our town aforesaid their English heirs and successors as by ancient possession was and still is privileged of the divers liberties and franchises appertaining to a market town and borough (that is to say) that the burgesses of our town aforesaid their English heirs and successors may have and hold All their burgages curtilages lands and tenements which by ancient right of inheritance they have held of us and our ancestors within our town aforesaid and the liberty thereof To Have and To Hold all the burgages curtilages lands and tenements aforesaid with all their appurtenances to our same burgesses their English heirs and assigns of us our heirs and assigns freely quietly well and in peace for ever. Rendering to us our heirs and assigns yearly (that is to say) every of the said burgesses their English heirs and assigns for every burgage twelve pence for every curtilage twelve pence and for every acre of land appertaining to his free

burgage twelve pence and for every acre of land which used to be in our demesne two shillings of silver yearly. Also doing suit yearly at our two general courts of our town aforesaid (that is to say) at the court next after the feast of St. Michael the Archangel and at the court next after the feast of Easter and that every heir of such burgesses their heirs or assigns after the death of his ancestor shall give to us and our heirs double of his rent of one year in the name of his relief. And every of the same burgesses their heirs and successors during the time of war for every his burgage situate within our town aforesaid and the liberty of the same shall at his own proper costs find one defensive man to guard and defend our Castle of Lions for forty days yearly until our said town shall be inclosed by a wall and the same town so being inclosed then every of the said burgesses their heirs and successors shall find one defensive man for every his burgage there to guard and defend our town aforesaid. And if it happen that either of the said burgesses their heirs or successors shall fail in such guarding and defence of our castle and town aforesaid so being inclosed either by himself in his proper person or by another defensive man in his name in form above said then it shall be lawful to us and our heirs every burgage of every of the aforesaid burgesses their heirs and successors for which the said guard service shall not have been so duly performed to seize into our hands and retain until of the same service so being deficient with the arrearages thereof if may be We and our heirs shall have been fully satisfied and paid. And that our aforesaid burgesses and their heirs may have and possess a common market on Friday in every week with the two accustomed fairs within our town aforesaid saving to us and our heirs

the tolls and all other customs of the aforesaid fairs and markets to us anciently appertaining and accustomed. Also we have granted for us and our heirs to our same burgesses their English heirs and assigns that they may have and may able freely to elect one discreet man as mayor one coroner and two sub-bailiffs English burgesses every year within our town aforesaid and that the same mayor and bailiffs hold our court within our town aforesaid from three weeks to three weeks in the accustomed manner and may have full power to hear and determine all manner of trespasses debts covenants felonies pleas of land and tenements and all and singular other pleas and contracts whatever made as well within the liberty of our town aforesaid as without according to the form of the common law and to make and execute all manner of attachments and executions which to our courts appertain by the survey of our steward there for the time being And that they may have their prison within our town aforesaid with the custody of all those who shall be attached or arrested within the liberty of our town aforesaid at the suit of us or any other party whomsoever saving always to us and our heirs all manner of escapes perquisites of courts escheats forfeitures waifs estrays fines ransoms americiaments and other issues and profits thereof within our town aforesaid in any manner arising. And that the assize of victuals made by our ministers and by the mayors and bailiffs of our town aforesaid be held and kept upon forfeiture to us. Nevertheless we will that the steward of our lordship aforesaid hold from year to year to general courts of our town aforesaid in the accustomed manner. Also we have granted to our same burgesses their English heirs and assigns that they be for ever quit of all manner of tolls lastages pontage stallage and of all other customs throughout our whole land and dominion as well in England as in Wales and the marches of Wales. And that the mayor bailiffs and burgesses of our town aforesaid may have free and full power to elect and make English burgesses to them acceptable who shall use and enjoy all manner of franchises liberties and other free customs for ever as our aforesaid burgesses have used and enjoyed and that no one who is not accepted a burgess by the mayor bailiffs and commonalty of the burgesses of our town aforesaid in manner whatsoever enjoy or use any liberty of a burgess against the will of the mayor and burgesses aforesaid within the town aforesaid nor the liberty of the same. And that it shall be lawful to our same burgesses to distrain in our aforesaid borough their debtors foreigners and strangers for victuals sold to them within the liberty of our aforesaid town at the first buying. And that our aforesaid burgesses their heirs and successors and tenants whomsoever resident within the liberty of our town aforesaid or without be for quit of all manner of customs of amobrs arowries fees of constables of our castles and of all fees of raglot rthingild fines and americiaments and all other customs in any manner howsoever arising within our lordships of Wales and the marches of Wales. Also we have granted that if the aforesaid burgesses or any of them or their tenants shall die within our land and dominion testate or intestate we or our heirs will not cause their goods or chattels to be confiscated but their heirs or executors may have the same so far as the said goods and chattels shall appear to have belonged to the same deceased. Provided nevertheless that there be sufficient knowledge or reputation of the said heirs or executors. Also we have granted to our aforesaid burgesses their heirs and successors and their tenants and servants resident within our said town that none of them shall hereafter be impleaded or molested upon any appeals of right injuries trespasses debts crimes challenges accusations indictments or any other contracts or things charged or to be charged to them in what places soever done or in what manner soever arising but only before the mayor and bailiffs of our town aforesaid and that they shall be convicted by the judgment and determination of the same mayor and burgesses being English only and not Welsh Unless the matter shall concern us or our heirs. Also we have granted to our same burgesses their heirs and successors that when any stranger or other person whomsoever shall die upon the free tenement or free land of any of the burgesses whomsoever their heirs or assigns within our town aforesaid or the liberty thereof the same deceased if he be not a burgess of our town aforesaid shall give to the burgess upon whose land or tenement he shall die his best live beast in the name of his heriot and there being no such beast his best chattel in the

name of the principal aforesaid. Also we have granted to our same burgesses their English heirs and assigns that for the trespasses of forfeitures of their servants or tenants they shall not lose their goods or chattels found in the hands of their servants or tenants or deposited in any other places wheresoever by the servants or tenants so as our burgesses can sufficiently prove such goods to be theirs. Also We have granted to our same burgesses their heirs and successors that hereafter it shall not be lawful to any one to make presentment of any penalty upon any burgess of our town aforesaid for any cause whatsoever but shall prosecute against him thereof by action in the court of our town aforesaid. Also we have granted to our same burgesses that no minister or bailiff whomsoever of us or our heirs shall enter our town aforesaid nor the liberty of the same nor in any manner intrude himself upon the burgesses or men whomsoever of the aforesaid town and liberty or either of them for any plaint impediment trespass or other thing whatsoever arising within the said town or liberty thereof unless in default of the mayor bailiff and burgesses of the said town. Also we have granted to our same burgesses their heirs and successors that it shall be lawful to every of our bailiffs of our town aforesaid to distrain all and singular debtors on our behalf being in their charge as well throughout our whole Lordship of Bromfield and Yale as within the liberty of our town aforesaid for the fines americiaments ransoms or other issues or profits whatsoever in the courts of our town aforesaid in any manner arising and such distresses to drive to the common pinfold of our town aforesaid and the same distresses there to retain until of the several moneys due in their charge we shall have been fully satisfied. Also we have granted to the same our aforesaid burgesses their English heirs and assigns and their tenants that they may have common of pasture in a certain parcel of land called the Common Wood for all their cattle within our town aforesaid levant and couchant with free ingress and egress for the same. To Hold to our same burgesses their English heirs and assigns, and their tenants times of the year without the contradiction of us or our heirs or of our ministers whomsoever for ever. Also we have granted to our same burgesses their English heirs and assigns and their tenants that it shall be lawful to them and every of them to take all foreign or strange cattle depasturing within the pasture aforesaid and to drive the same to common pinfold of our town aforesaid and the same there to retain until due amends shall be made to our same burgesses for such trespass and depasturing committed in their pasture above said. Also we will that all our aforesaid burgesses their heirs and assigns resident within our town who have not their own oven shall be bound to bake in our common oven of the same town paying the person occupying the said oven every London bushel one halfpenny and so for every bushel. Also we have granted to our same burgesses their English heirs and assigns and their tenants of our town aforesaid licence of digging taking and freely carrying sea coals and turves in our wastes of Cutporth and Brinbawe in all other wastes and places where other our English or Welsh tenants dig coal and turves for their fuel in their houses within our town aforesaid at their free will without the contradiction of us our heirs or ministers whomsoever. Also we have granted for us and our heirs that if any of the burgesses their English heirs or assigns shall happen to be attached arrested or indicted we or our heirs will not take any fine or ransom of the same nor of his manucaption by (us) or our ministers. Also we have granted to our aforesaid burgesses their heirs and assigns that hereafter it shall not be lawful to any of our tenants of our lordships aforesaid resident within two miles next our town aforesaid to draw or sell the beer of Salop or Chester or any other victuals within our precincts aforesaid to the prejudice and nuisance of our town aforesaid nor any other beer except the beer brewed within our town of Lions under the penalty of six shillings and eightpence whereof one moiety shall be to us and our heirs and the other moiety to our burgesses presenting such penalty to have been incurred. Also we have granted to our same burgesses their heirs and successors that none of them shall hereafter be forced or compelled by any minister or servant of us or our heirs to lend or let any horse of the same burgesses or either of them for the use of such our minister or his servant or any other person whomsoever without their own free will except only for the special use of us and our heirs by our bailiffs of the

same town only. Also we will and grant for us and our heirs to our same burgesses their heirs and successors that the bailiffs of our town aforesaid may have one chamber or prison within our castle of Lions for the safe custody of persons arrested or attached within our town aforesaid or the liberty of the same on the delivery of the constable of the castle aforesaid for the time being if and whensoever it shall be necessary with reasonable ingress or egress for visiting attending on and delivering the same person. So Nevertheless that the same bailiffs answers to us for all escapes and evil doings of the same prisoners if any hereafter shall happen to be done by them or either of them within or about our castle aforesaid without any charge whatsoever upon the same constable or other our ministers or servants of our castle aforesaid for the same prisoners on our behalf in any manner to be imposed. And that all and singular the burgesses of our town aforesaid their heirs and successors shall grind all their corn and malt at our mills within our lordship there at the twentieth measure. And we the aforesaid Earl Thomas and our heirs all and singular the liberties and franchises aforesaid to our above said deserving burgesses their heirs and successors by them to be fully used possessed and enjoyed will warrant and for ever defend. In Testimony whereof to this our present charter we have caused our seal to be affixed these being witnesses—Sir Robert Morley Knight steward of our house—hold John Bourley. David Holbach. John

Ele then our steward of Wele Bromfield and Yale William Ryman and many others. Given at our castle of Lions on Monday next before the feast of Saint Andrew the Apostle in the 13th year of the reign of King Henry after the Conquest the fourth. And This We Make Know by these present to all to whom it concerns. In Testimony whereof we have caused these our letters to be made patent. Witness ourself at Westminster the first day of March in the fifth year of our reign.



27th July 1848.

Translated from the original Letter—patent.

(Sd.)

HENRY W. HEWLETT.

Raymond Bgs., Gray's Inn.

1849, July 27th.—This is a copy of the original Charter as translated by Mr. Hewlett, as examined and compared by us this day.

(Sd.)

WM. JONES, Solr., Wrexham.

(Sd.)

J. G. BUCKTON.

B.—COMMON WOOD INCLOSURE.

(See Question 56,536, near end.)

Valuers Award.

To all to whom these presents shall come.

I George William Chaloner of the parish of Holt in the county of Denbigh land surveyor send Greeting. Whereas by a provisional order under the seal of the Inclosure Commissioners for England and Wales dated the 29th day of January 1846 by the necessary consents given to such order and by the notice of the said commissioners of their intention to proceed therewith the inclosure of Common Wood situate in the parish of Holt in the county of Denbigh aforesaid has been duly authorised under the provisions of the Act of the 8th and 9th Vic. cap. 118. And Whereas I the said George William Chaloner have been duly appointed the Valuer in the matter of the said inclosure and having made declaration required by the said Act have duly held all necessary meeting and in all other respects complied with the provisions of the said Act and all acts and matters which under the same Act ought to be done and completed previously to the report of the valuer have been duly done and completed. And Whereas all such objections as have been made to my said report having been heard and all such inquiries having been made in relation thereto as the said inclosure Commissioners have thought fit the said Inclosure Commissioners have authorised me to cause to be drawn up and engrossed on parchment my award in the matter of such inclosure Now Know Ye that in pursuance of the provisions of the said Act and by virtue of the powers and authorities in me vested I the said George William Chaloner the valuer as aforesaid do make and declare this to be my award in the matter of the said inclosure and to this my award I have annexed of the map referred to in my report. And I do Hereby Declare that I have set out and apportioned. One public lane road or highway of the width of 30 feet marked B. on the said map commencing at a point on the south side of the public road marked A on the said map near the north-east corner of the allotment to trustees for the resident burgesses of Holt aforesaid hereinafter set out extending thence southward to the south-east corner of allotment No. 64 thence westward along the south side of Common Wood aforesaid to the south west corner of allotment No. 1 thence northward to and terminating at a point on the south side of the said public road marked A near the north west corner of the said common. And I Further Declare that I have set out and apportioned the following private lanes and occupation roads that is to say: One private lane and occupation road of the width of 30 feet leading from the south west corner of allotment No. 1 on the said map to the Red Hall Farm and marked E. on the said map. Six others private lanes and occupation roads of the respective width of 20 feet leading from the west side of the said public road marked B on the west end of the said Common Wood into old inclosures there and passing between the said allotments hereafter mentioned viz. between the sale

allotment marked b and C between those marked c and b between those e and f between those marked f and g and between those marked g and h respectively and which said private lanes and occupation roads are respectively marked F. G. H. J. K. and L. on the said map. One other private lane and occupation road of the width of 20 feet also leading from the north side of the said public road marked A into old inclosures and passing between the sale allotments marked J and K on the said map and thereon marked M. One other private lane and occupation road of the width of 20 feet also leading from the north side of the said public road marked A into old inclosures and passing between the sale allotment marked K and L on the said map. and thereon marked N. And I Declare that the said several private Lanes. and. occupations roads. are set out for the respective uses of the owners and occupiers of the old inclosures into which the same respectively lead. And I Direct and appoint that the same shall for ever hereafter be maintained and repaired by the respective owners. and proprietors of the old inclosures into which the same respectively lead. And I Do Hereby Further Declare that I have made set out and apportioned the following public drains and watercourses that is to say, A certain public drain or watercourse commencing at a point marked R on the said map and thence in an easterly direction across the said Common Wood to the easternmost end of an allotment marked N. One other public drain or watercourse commencing at the south west corner of the allotment marked I. on the said map and extending thence eastwardly across the said road marked B into and over the allotments numbered 24 and 25 to a point marked a e on the said map in the allotment marked f and thence eastwardly along the northern boundary of the said Common Wood. And I Direct and appoint that the watercourse between the letter Y Y on the said map shall be for ever hereafter maintained cleansed and repaired by the several burgesses or persons by whom for the time being the several allotments pieces of parcels of land adjoining or abutting on the said watercourse shall be occupied or enjoyed according to and to the extent of their several frontages thereto. And I Further Direct and appoint that the watercourse between the letters a b and a c on the said map shall be for ever hereafter maintained cleansed and repaired by the burges or person by whom for the time being the allotment piece or parcel of land No. 24 on the said map shall be occupied and enjoyed. And I Further Direct and appoint that the said watercourse between the letters a and c and a d on the said map shall be for ever hereafter maintained cleansed and repaired by the burges or person by whom for the time being the allotment piece or parcel of land No. 25 on the said map shall be occupied or enjoyed. And I Further Direct And Appoint

that the said watercourse between the letters a e and and a f on the said map shall be for ever hereafter maintained cleansed and repaired by the owner of the allotment piece or parcel of land marked j on the said map. And I Further Direct and Appoint that the said watercourse between the letters a f and a g on the said map shall be for ever hereafter maintained cleansed and repaired by the owner of the allotment piece or parcel of land marked k on the said map. And I Further Direct And Appoint that the said watercourse between the letters a g and a h on the said map shall be for ever hereafter maintained cleansed and repaired by the owner of the allotment piece or parcel of land marked l on the said map. And I the said George William Chaloner Do Hereby Further Declare that I have in pursuance of instructions duly given in that behalf and with the approbation of the said Inclosure Commissioners sold such parts of the said Common Wood as are next hereinafter particularly mentioned for the purpose of raising money to defray the expenses incident to the said inclosure and also to pay to or for the use of her Majesty a sum of money equal to the value of one twentieth part of the said Common Wood in respect of her right and interest in the soil of the said Common Wood as Lady of the Manor of Bromfield and Yale for the several prices and the same have been conveyed in fee by the said inclosure Commissioners to the several persons hereinafter mentioned that is to say . . . Unto John Foulkes of Ashfield in the parish of Wrexham in the said county of Denbigh Esquire at or for the price or sum of £471 all those pieces or parcels of land or allotments following that is to say a piece or parcel of land or allotment marked A on the said map containing 1a. 1r. 32p. another piece or parcel of land or allotments marked b on the said map containing 2a. 0r. 0p. Another piece or parcel of land or allotment marked h on the said map containing 2a. 0r. 24p. And another piece or parcel of land or allotments marked o on the said map containing 7a. 1r. 0p. the fences of Which four several pieces or parcels of land or allotments are to be made for ever maintained and repaired by the said owner or respective owners thereof on the sides hereinafter mentioned that is to say on the north east and south of the piece or parcel of land marked a.

On the north-east and south of the said piece or parcel of land marked b. On the east and south of the said piece or parcel of land marked h and On the west of the said piece or parcel of land marked o Unto Richard Blythen of Llanypwll in the said parish of Wrexham wheelwright at or for the price or sum of £20. All that piece or parcel of land or allotment marked c on the said map and containing 1r. and 38p. of which the fences on the northeast and south sides thereof are to be made and for ever hereafter maintained and repaired by the owner of such piece or parcel of land or allotment Unto Richard Parry of Common Wood aforesaid Esq. at or for the price or sum of £126. All those pieces or parcels of land or allotments following that is to say A piece or parcel of land or allotment marked d on the map containing 0a. 1r. 22p.

Another piece or parcel of land or allotment marked e on the said map containing 1a 1r. 16p. Another piece or parcel of land or allotment marked f on the said map containing 1a. 0r. 0p. Another piece or parcel of land or allotment marked g. on the said map containing 0a. 2r. 35p. the fences of which four several pieces or parcels of land or allotments are to be made and for ever hereafter maintained and repaired by the owner or respective owners on the sides hereafter mentioned that is to say. On the east and south of the said piece or parcel of land marked d. On the North and east of the said piece or parcel of land marked e. on the north east and south of the said piece or parcel of land Marked g. Unto William Rowland of Wrexham aforesaid surgeon at or for the price or sum of £14. All that piece or parcel of land or allotment marked i on the said map containing 0a. 1r. 27p. the fences of which on the North and east sides thereof are to be made and for ever hereafter maintained and repaired by the Owners of such piece or parcel of land or allotment. Unto William Parker of the Grange near Farndon in the county of Chester Esq. at or for the price or sum of £48. All that piece or parcel of land or allotment marked j on the said map containing 1a. 0r. 11p. Also all that other piece or parcel of land or allotment marked K on the said map containing 0a. 2r. 33p. the fences of Which two several pieces or parcels of land or allotments are to be made and for ever here after repaired and maintained by the owner or respective owners.

thereof on the south sides thereof respectively. Unto William Silston of Birkenhead in the said county of Chester Cheese factor at or for the price or sum of £200. All those pieces or parcels of land or allotments following that is to say a piece or parcel of land or allotment marked L on the said map containing 0a. 1r. 0p. another piece or parcel of land or allotment marked N. on the said map containing 0a 1r. 0p. And another piece or parcel of land or allotment marked M. on the said map containing 4a 2r. 30p. the fences of which said three several pieces or parcels of land or allotments or to be made and for ever hereafter repaired and maintained by the owner or respective owners thereof on the sides hereinafter mentioned that is to say on the south side of the said piece or parcel of land marked L. on the east and west sides of the said piece or parcel of land marked N. On the west and north sides of the said piece or parcel marked M. And I have also paid under provisions of an Act of the 12th year of the reign of her present Majesty intituled "An Act to further extend the provisions of the Act for the Inclosure and Improvements of Commons. paid to the Commissioners of her Majesty's Woods. Forests and land. Revenues on behalf of her Majesty as Lady of the Manor of Bromfield And Yale the sum of £3. 2 6 Which I adjudge and declare to be the value of one-twentieth part of the residue of the said Common Wood and to be in lieu and in full compensation for the right and interest of her said Majesty in the soil of the said Common Wood exclusively of the right and interest of her said Majesty in all mines minerals stones and other substrata under the said Common Wood. And I further declare that I do on the request in writing of the first Commissioner of her Majesty's Woods. Forests land revenues works. And buildings on behalf of her said Majesty as Lady of the said Manor reserve and set out to her said Majesty her heirs and successors all mines minerals stone and other substrata under the said Common Wood with full power and authority for her Majesty her heirs and successors her and their lessees assessors agents miners and servants at all times hereafter to enter upon all or any part of the said Common Woods and to do all necessary or reasonable adjudge and declare to be the value of one-twentieth part of the residue of the said Common Wood exclusively of the right and interest of her said Majesty acts for the convenient exercise of such power and outlay she and they paying all reasonable and adequate compensation to the persons entitled to the surface of the land for damage done to such surface in the exercise of the rights and easements intended to be hereby reserved. And I further declare that I set out and allotted and do hereby set out and allot and award all the remainder of the said Common Wood unto John Davies of Cacca Dutton in the said county of Denbigh farmer and John Roberts of Borras in the same county farmer the trustees appointed at a meeting of the resident burgesses duly holden for that purpose their heirs and assignees upon trust for the benefit of the resident burgesses of the borough of Holt in manner hereinafter mentioned that is to say As to the piece or parcel of land or allotment marked D on the said map containing 2a. 1r. 6p. upon trust from time to time to let the same from year to year for the best rent that can reasonably be obtained for the same and without taking any premium fine or foregift and upon trust to apply to money to arise from such letting from time to time towards the defrayment of such incidental expenses connected with the said Common Wood as the trustees or trustee for the time being may think proper. And as to the said remainder of the said Common Wood except the said allotment marked D which said remainder except as before excepted I have divided into sixty-four allotments numbered upon the said map in arithmetical progression from 1 to 64 inclusive upon trust to allot one of such allotments to each resident burgess who shall have signified or shall signify to the trustees or trustee for the time being of the said allotments his desire of having the occupation or enjoyment of an allotment and to permit each resident burgess to occupy and enjoy the allotment which may be allotted to him so long as he shall be a resident burgess and desirous of continuing such occupation or enjoyment and every such burgess shall hold his allotment as tenants to the said trustees or trustee And in case any difference or dispute shall arise as to the selection or choice of allotments the same shall be determined by the trustees or trustee

for the time being. And in case the said sixty four allotments shall not suffice for all the residents, burgesses who shall have signified or shall signify, their desire of having an allotment, and the burgesses, so desirous of, having allotments shall not agree among themselves which of them shall have allotments a general meeting of residents burgesses shall be called by the trustees or trustee for the time being by such, notice as hereafter directed concerning notices of meetings to be called by the said trustees or trustee and such allotments shall be made to such resident burgesses signifying such, desire as aforesaid as shall be elected by, the majority of resident burgesses, present and voting at such meeting and in case such meeting shall not make such election such allotments shall, be made to such, of the said resident burgesses signifying such desire as aforesaid as the trustees or trustee for the time being shall think fit. And in case and so often as any, resident burgess or burgesses shall not by reason of the insufficiency, of the number of allotments have, the occupation or enjoyment of allotments the several resident burgesses who shall, have such occupation or enjoyments shall pay, to the trustees or trustee for the time being such rents for the respective allotments which they shall, occupy, as will, be, sufficient to enable the said trustees or trustee to pay to each of the resident burgesses who shall have signified such desire as aforesaid who by reason, of such, insufficiency of the number of allotments shall not have an allotment such, annual, sum, by way, of, compensation in lieu of an allotment as, the trustees or trustee for the time being shall deem Equivalent in value to the net annual value of, an allotment such rent to be paid by the respective resident burgesses holding allotments at such times as trustees or trustee for the time being shall from time to time direct. And in case and so often as there shall be any, surplus, of allotments after allowing to each resident burgess desirous of having an allotment on of such allotments as aforesaid then the trustees or trustee for the time being shall let the same in manner hereinbefore mentioned in reference to the said allotment marked D and the rent, payable in respect of the allotments so to be let shall be paid to the said trustees or trustee for the time being and shall be paid in equal, proportions to the resident burgesses, for the time being. And in case and in so often as any, vacancy, or, vacancies shall occur in the occupation or vacancy, of any allotments or allotments the trustees or trustee for the time being shall subject to the directions hereinbefore contained in relation to allotments to resident burgesses allot such, allotments or respective allotments to such resident burgess or burgesses, as shall, have signified or shall signify his or their desire of having the occupation or enjoyment of an allotment and permit him or them to occupy, or enjoy, the same so long, as he shall be a resident burgess and desirous of, continuing such occupation or enjoyment and every, such, burgess shall, hold his allotments as the tenant of, the said trustees or trustee. And, I direct that all expenses, of, and relating to the said trusts shall, in case of and, so often as, the rents and profits of the said allotments marked D shall be insufficient to defray, the same be raised by, a rent or payment, to be charged, by, way of additional rent upon the allotments held by, the resident burgesses, holding allotments and deducted from compensation monies payable, as aforesaid to burgesses, not holding allotments respectively, but nevertheless in case of so often as any, of the said surplus allotments shall be, let hereinbefore, directed the said trustees or trustee shall be at liberty to apply, the rents thereof so far as the same shall, extend in payment of such, expences, And I declare and direct that the trustees or trustee for the time being may, from time to time when occasion shall, appear to them or him to require or shall when thereunto requested by, seven or more resident burgesses hold, meetings of the resident burgesses and shall cause notice to be given of, such, meetings by, writing under the hands or hand of such, trustees or trustee to be affixed to the principal outer door, of the Town Hall, of the said Borough of, Holt (if, their should be no Town Hall) : (, then to the principal outer door of, the church of, the said parish, of Holt. And I direct and declare that the said trustees or trustee for the time being shall, immediately, after the 25th day, of March in each year, make out a true account of all monies received and, paid, by, them during the preceding year and submit

the same to a meeting of the said resident burgesses to be called by the said trustees within twenty-one days from the said 25th day of March, in each, year after seven days' notice at the least to be given in manner hereinbefore directed concerning notices of meetings to be called by the said trustees or trustee at which, meeting the said accounts, shall be examined and if approved, by, majority of such of the resident burgesses, as shall be present at the meeting shall be passed and signed by the chairman of the meeting. And I direct and declare that if the said trustees hereinbefore named or either of them or any trustee or trustees to be appointed as hereinafter is mentioned shall die or refuse decline or become incapable to act in or desire to be discharged from the trusts hereby, reposed, in them respectively or shall go to reside permanently, out of, the said county of Denbigh then and so often as the same shall happen it shall be lawful, for the surviving or continuing trustee in case there shall be any, such, or, if, not then for any, two of, the resident burgesses of the said borough, of Holt by, notice in writing under his or their hand or hands, to be affixed, as, hereinbefore, directed concerning notices of meetings, to call, a general, meeting of, such, resident burgesses, for the purpose of electing a new trustee or trustees not being a burgess, or burgesses of the said borough of Holt in the room, of the trustee or trustees so dying or refusing declining or becoming incapable to act in or, desiring to be, discharged, from the trusts aforesaid or going to reside out of the said county. And thereupon the said trust premises shall by, a proper conveyance be vested in the new trustee or trustees jointly with the surviving or continuing trustee or trustees or solely, as, occasion shall require and every, such, new trustee shall have such, and, the same powers, authorities and, discretion to all, intents and purposes, whatsoever, as if he had been, originally, nominated a trustee for the said resident burgesses. And I, the said, George William Chaloner, do hereby, order direct and appoint that the several hedges banks fences, and ditches for inclosing the several sale allotments hereinbefore, mentioned not already, set up, and made shall be raised set up, and, respectively within the space of two years from the confirmation by the said Inclosure Commissioners, of my, award, by, the several, persons owners, for the time being of the said several sale allotments on the sides hereinbefore in that behalf prescribed on, which sides respectively a, mark, Y is made on the said map. And I do further order direct and appoint that the hedges, banks and fences and ditches for inclosing the said allotment marked D on the sides thereof marked Y, on the said Map not already, set up and made shall be raised set up, and made, within the period, aforesaid and shall, be for ever repaired and maintained by the said trustees or trustee for the time being out of, the monies which shall come to their hands, under the trusts and powers, herein set forth and given. And I do further order direct and appoint that the hedges banks, fences, and ditches for enclosing the said several, allotments numbered 1, to 64, inclusive on the sides thereof respectively marked thus Y on the said map not already, set up, and, made, shall be raised set up, and made, within the period aforesaid by the burgess or person, to whom, the possession shall first be given or to whom, the same shall first be let by the said trustees or trustee shall for ever be maintained and repaired, by the burgesses, or, persons, by whom for the time being the same respectively shall be occupied enjoyed. And I Further order and direct that each, of the said several, fences, shall be made, of hawthorn quickest. In Testimony Whereof, I, the said George William Chaloner have, to this my, award, which I have under the directions of the said Inclosure Commissioners for England, and Wales, caused, to be drawn, up, and engrossed, on parchment set my hand, this 2nd day, of, November; A.D. 1848.

(Sd.) GEO. WM. CHALONER.

In witness and, confirmation whereof, we the undersigned, Inclosure Commissioners, for England and Wales, have, hereunto subscribed our respective names and caused our official seal, to be affixed this 16th day, of November, 1848.

(Sd.) G. DARBY.

(Sd.) W. M. BLAIR.

ROSSETT GREEN ENCROACHMENTS.

CONVEYANCE of the Crown's interest in ENCROACHMENTS within the Lordship of Bromfield and Yale to
Mr. JAMES BOYDELL.

(Handed in by Mr. W. Trevor Parkins at Wrexham, 65th day, Question 56,622.)

By the Commissioners of His Majesty's Wood's Forests Land Revenues Works and Buildings.

Know all Men by these presents that We The Right Honorable John William Ponsonby commonly called Viscount Duncannon and William Dacres Adams Esquire Two of the Commissioners of His Majesty's Woods, Forests, Land Revenues works and Buildings on behalf of his Majesty and under the Authority of an Act passed in the 10th year of the reign of his late Majesty King George the 4th intituled "An Act to consolidate and amend the Laws relating to the management and improvement of His Majesty's woods, Forests, parks and chases of the Land Revenue of the Crown within the survey of the Exchequer in England and of the Land Revenue of the Crown in Ireland and for extending certain provisions relating to the same to the Isles of Man and Alderney" and also of an Act passed in the 2nd year of the reign of His present Majesty King William the Fourth intituled "An Act for uniting the Office of the Surveyor General of His Majesty's Works and Public Buildings with the Office of the Commissioners of His Majesty's Woods Forests and Land Revenues and for other purposes relating to the Land Revenues" in consideration of the sum of 3*l*. 16*s*. of lawful money of Great Britain by James BoydeLL of Rossett in the County of Denbigh Gentlemen paid to the said Commissioners Do by these presents grant unto the said James BoydeLL and his heirs All the Estate right title and interest of the Kings Majesty of in and to All those three several pieces or parcels of land N^o 1 2 and 3 on the map or plan drawn on the back of these presents and containing the respective quantities hereinafter mentioned (that is to say) No. 1 containing one acre and two roods or thereabouts No. 2 containing 37 perches or thereabouts and No. 3 containing three perches or thereabouts situate on the east side of the Turnpike Road leading from Chester to Wrexham and being encroachments from the Common wastes called Rossett Green in the Parish of Gresford within the Lordship of Bromfield and Yale in the said County of Denbigh (save and except out of this grant all mines minerals and quarries within upon or under the said pieces or parcels of land and premises or any part or parcel thereof with full power to His Majesty his heirs successors and assigns and his and their Agents and servants to enter upon work use and enjoy the same and every of them as fully and effectually to all intents and purposes as if this grant

had not been made And also save and except the right of sporting over the said pieces or parcels of land and premises with full power to his Majesty his heirs successors and assigns and his and their Agents servants and keepers to pursue take and kill the game in over or upon the said pieces or parcels of land and premises) Together with all and singular ways paths passages waters watercourses hedges ditches fences easements profits commodities advantages emoluments and appurtenances whatsoever to the said pieces or parcels of land or any part or parcel thereof belonging or appertaining or therewith or with any part or parcel thereof held used occupied or enjoyed which said pieces or parcels of land formed part of the possessions or land Revenues of the Crown within the ordering and survey of the Court of Exchequer. To have and to hold the said pieces or parcels of land hereby granted and all benefits and advantages thereto belonging (Save and except as aforesaid) unto the said James BoydeLL his heirs and assigns for ever in as full and ample manner to all intents and purposes as His Majesty his heirs and Successors might or could have held or enjoyed the same if this present grant had not been made In witness whereof we the said John William Viscount Duncannon and William Dacres Adams have hereunto set our hands and seals this 29th day of May 1832.

Witness to the execution by the said John William Viscount Duncannon and William Dacres Adams
T. W. PHILLIPS,
Office of Woods,
Whitehall.

Received the 29th day of May 1832 of and from the above named James BoydeLL the sum of 3*l*. 16*s*. of lawful money of Great Britain being the consideration money expressed in the above written Conveyance.

Witness our hands,
DUNCANNON,
WM. DACRES ADAMS.

£3 16*s*.

Witness,
T. W. PHILLIPS.

DOCUMENTS handed in by Mr. ALFRED NEOBARD PALMER, at Wrexham, on the 65th day.

Extract (No 1) from the Survey of Holt Denbighshire, made by John Norden, A.D. 1620 (Harleian MS. 3,696, fo. 21) referred to at Qu. 56,648-56,657.

"The names of ye Jurie charged and sworne" at "Villa Leonum, Anglice, Holt."

"George Bostock, Esquire, David Speed, gent., Thomas Calcott, gent., Thos. Pate, gent., William Wyld, gent., Frauncis Pickering, gent., Thomas Wilkinson, Thomas Pulford, Roger Edgworth, John Wright, William Batha, George Wright, John Yeardley, gent., John Wilkinson, Randolph Hutchins, Richard Vercion (? Vernon), Roger Greene."

Then follows the jurors' pronouncement:

1. "There is in the Towne of Lyons atis Holte in the Countie of Denbigh one Castle builded with Stone consisting of five squares and of five Towers, covered with Lead having fowre Gates af ye entrie into ye same, w^{ch} Castle is nowe in great decay, and some parte of the Roofe thereof fallen downe, and muche of the timber rotted, and ye lead likewise decaying, and growne thinne. Nevertheless the Lead of the said Castle and other materials, if the same should be demolished are worth to bee solde about . . . poundes, besides ye Stone.

"There is adioyning to ye said Castle at the first entrance into ye same, one Tower, or building of Stone, commonlie called ye Excheqr where ye Recordes touching the Lordships of Bromfield and Yale are and have been vsuallie kept w^{ch} is likewise covered with lead.

"There are divers Howses of Office belonging to ye said Castle all builded wth timber, as namelie one gatehouse covered with lead, called the outward gatehouse, garners for Corne, Barnes, stables, stalles for Cattell, Killne, Brewhowse, and one Pidgeon-howse all decayed, conteyning by estimacōn . . . Bayes.

"There are within the precinct of the saide Castle certaine parcells of Land as namely one plott or parcell wherein the said Castle standeth called the Castle Ditch, one parcell called ye Outward yard or Court, one garden place, one portell [? parcell] called ye greene Court, and one parcell called ye Orchard conteyning in ye whole by estimacōn Three acres.

These were
leased to Ed-
ward Hughes
at viii^d
p. ann.

"There is one Howse or building vppon y^e westside of the Court called Greencourt commonlie called ye Welsh Courthouse with a loft over ye same conteyning Bayes, w^{ch} is appurtenant to ye said Castle, where ye twoe great Leete Courtes for the Lordshippes of Bromfield and Yale have heretofore been vsuallie holden and kept w^{ch} are discontinued.

This is to be charged in Hewlington redd as ij^s.

Soe is this, reddi 3^s.

"There is one stable place and an vpper Roome at the Norihend of the saide Welsh Courthouse with a Smithie or Smithes's shoppe therevnto adioyninge demised to Thomas Crewe gent for Forty yeares dat. Primo die Junii Anno R^ge Eliz. 35^{to} wherevppon ye yearelie Rent of Two shillings is reserved, heretofore charged within ye Bailiffe's charge of the Manno^r of Hewlington.

"There is also at ye Southend of ye said Welsh Courthouse one Large Bay nowe vsed for a Barne in the holding of one William Burgeny or his ass^z helde at will for the yearelie Rent of Three shillings w^{ch} hath been charged heretofore in the Bayliffe's Accompt for ye Manno^r of Hewlington.

	There is one parcell of land adioyning to ye Castle commonlie called the little Parke nowe in the tenure of John Earle of Bridgewater, or of his assignes, conteyning by estimacon great measure	9 0 0 0
	One close or parcell of land within ye saide Towne called the Pooles adioyning to the Highway or paymente leading from the Holt towards the Common Wood nowe in the tenure of the said John Earle of Bridgewater or his assignes, conteyning by estimacon, great measure	7 0 0 0
	One meadowe called Crackstringes als Crackstones meadowe conteyning by estimacon	7 0 0 0
Redd. xxx ^s .	One other parcell of lande commonlie called The Heye als Saunders Hey in the tenure of the said John Earl of Bridgewater, conteyning by estimacon	6 0 0 0
Redd. xx ^s .	A certaine Toll for the passage over ye Holte bridge demised to Peeter Warburton, Knight for one and thirtie yeares	Tolle
Redd. xxiij ^s .	One other Tolle for the weekly marketts, and for two faires yearlie, kept within ye Towne of Lyons als Holt demised to the said S ^r Peter Warburton for one and Thirtie yeares	Tolle
Redd. ij ^s .	Certain lands within ye Towne and liberties of Holt wch were given for ye sustentacon of a Chaplain called the Lady Preist within ye Chappell or Church of Holte at the yearlie Rent herevnder appearing, <i>videlicet</i> .	
Redd. vi ^s . vi ^d .	One burgage in the tenure of John Plane	Burgag.
Redd. iiij ^s .	One Howse and garden in the tenure of John Rodon and Margerie Plane Rent	Tenement.
Redd. vi ^s . iiij ^d .	One Howse and one Acre of Lande in the tenure of Elizabeth Fisher widow	Tenement.
Redd. ij ^s . vi ^d .	One Acre of pasture in the tenure of Thomas Crewe	1 0 0 0
Redd. v ^s . iiij ^d .	One Acre and a halfe of pasture in the tenure of Thomas Taylor	1 0 0 0
Redd. x ^s .	One Howse and one Acre and a halfe of pasture in the pasture of Thomas Stubb	1 2 0 0
Redd. viij ^s .	One Howse and one garden in the tenure of Hughe Williamson	Tenement.
Redd. xxxvi ^s .	One Howse and all those parcells of arable lande and pasture lying near the Towne of Holte conteyning by estimacon twentie and seaven Acres in the widowe Sedgewicke	Tenement.
Redd. iiij ^s . iiij ^d .	One cottage and one garden in the tenure of Barnerd Bewley	27 0 0 0
Redd. x ^s . viij ^d .	One Cottage and one parcell of land in the tenure of W ^m . Woodall Junio ^r	Cottag.
Redd. viij ^s .	One Howse and one parcell of land in the tenure of John Aldford	Cottaḡ cū pcell terr.
Redd. xvij ^s .	One parcell of land in the tenure of Brian Bate	Tenemū cū pcell terr.
Redd. viij ^s .	One Howse and one garden in the tenure of Ralphe Yonge	pcell terr.
Redd. vj ^s .	One Howse and one parcell of Lande in the tenure of Gittin Goche	Tenement.
		Tenement cū pcell terr.

"The King by Ires Patents vnder the Seale of the Court of Augmentations did graunt, and to ferme demise to John Stockley then one of the yeomen of his guard the lands above menconed."

The jurors go on to say that the Queen reciting the said Lease granted all comprised in it to S^r Richard Sackville, knight & Richard Baker Esq., and to their heirs & assigns in fee, to be holden as of the manor of East Greenwich in free and common socage S^r Rd Sackville & Richard Baker conveyed the said premises to Edward Johnes Citizen & Merchant Taylo^r of London & his heirs in fee. Edward Johnes Esq., son & heir of the said Edward Johnes conveyed the said Lands to Raphe Egerton Esq. since deceased & his heirs in fee.

The jurors then refer to the charter granted to the burgesses of Holt by Thomas, Earl of Arundel & Surrey, Lord of Bromfield and Yale made in the 13th year of Henry IV., and to the decay of rent which had since happened "by reason of Warres, great pestilence, and povertie happening within the said Town, as also in respect of the want of Tennants to vse and enjoy the burgages and landes within the same w^{ch} decay contynued for many yeares vntill the First yeare of Queen Elizabeth at w^{ch} time sundry of the Burgesses then living to the number of Tenn were bounde by Recognizances everie one of them in the some of One hundred poundes a peace to the Queenes Ma^{ties} vse to stand to suche Order and decree as should bee by the Court of Excheq^r at Westminster made, ordered, and determined touching the reviving the said Decaies within the said Towne and liberties amounting to Twelve poundes eight shillings Tenn pence by the yeare To the hearing of w^{ch} said Cause the then Treasur^r Chauncell^r, vnder-treasur^r and Barons of the said Court of Excheq^r proceeded in Hillarie Tearme in the fift yeare of her Ma^{ties} said Raigne At w^{ch} time vppon persvall of the Charter before menconed, it appeared that by the speciall wordes of the same ye Burgesses of Holt aforesaid were charged with Twelve pence by the yeare for everie Burgage Twelve pence by the yeare for everie Curtilage, twelve [pence] by yeare for every Acre annexed called Burgage Land, and Two shillings for everie Acre of Demeasne there, and numbering the Acres according to an extent then brought

forth by the said Queenes officers made in the fifteenth yeare of Richard the Second the same decay appeared to be due. And the said parties could not deny but that the saide landes were in the said Town and Francise, and could shewe no reason why they should be discharged thereof. It was therevpon ordered by the full consent of the said Tenn persons, appearing in the names of all the Burgesses of Holt, that the said parties should make a perfect Rent Rolle conteyning therein as well the Rents then answered and paide, as also the said Twelve poundes, eighte shillings, Tenn pence formerlie decayed, and that the said Towne should be chargeable with the collection and payment of all the said Rents yearly, so to have continuance according to the tenor and effect of the said Charter. As by the said order exemplified under the Seale of the Kinge Ma^{tie} Court of Excheqr at Westminster that now is, Dated the Sixt day of June in the yeares of Ma^{ties} Reigne of England, France, and Ireland the Sixt, and of Scotland the one and fortieth more at learge appeareth w^{ch} order the said Burgesses have fulfilled and kept accordingle both in tenure of their landes and payment of their yearelie Rents according to ye order in that behalf made, except some fewe whose Auncestors being very simple and ignorant of their estates, not knowing of the said order till of late, tooke Leases for fortie yeares of the late Queenes Ma^{tie} of some part of their saide landes so formerly granted by the Stewardes within the same Towne and Liberties, according to the Custome of Bromfield and Yale, upon determination whereof the said Burgesses nevertheless do clayme to them their heires and assignes ye benefitt of the said Charter and Order to bee reserved vnto them.

There is by the Charter libertie graunted to keepe a Markett in ye said Towne of Holt weekly vpon the Friday, the Tolle whereof is due vnto ye Prince his Highnes, demised by Lease (amongst other things to Sir Peter Warburton Knight, as before is menconed, being one of the Burgesses of the said Towne.

There is also by the said Charter libertie graunted for the keeping of Twoe faires in the said Towne yearly, viz. the one vpon Barnaby day in Somer, the other vpon St. Lukes day in Winter, the Tolle of w^{ch} said Twoe Faies is due vnto the Prince, his Highnes demised also by Lease as abovesaide.

There is likewise by the said Charter libertie graunted for the Choise of a Maio^r everie year one Coroner and two Bayliffes, with power to keepe Courtes every three weekes w^{ch} are kept accordingle the fynes and amerciamentes arrising thereby are due to the Prince his Highness and yearly accounted for by the Bayliff of the said Towne.

There are also two Leet Court within the said Towne yearley held by the Steward of the Lordshipp of Bromfield and Yale at the times vsuallie accustomed, the perquisits and profitts of w^{ch} said Courts are due vnto the Prince his Highnes and yearlie accounted for by the Bayliff of the said Towne.

There is vpon the death of everie Burgesse a Relief due vnto ye Prince his Highness w^{ch} is the double of one yeares rent vsuallie accustomed to be presented at the said Leet Courtes as the same shall happen.

All Waifs and straies and Felones goods happennig also within ye saide Towne and Liberties are due vnto the Prince his Highnes.

By the Charter it is graunted that the Burgesses, as in the Chre^r is conteyned, and their heires and assignes and Tennants shall have and enioy one Common of pasture in a parcell of land called the Common Wood for their Cattell without contradiction forever, as by the same more largely appeareth.

And there is moreover (amongst other priviledges) graunted vnto the said Burgesses their heires and assignes by the said Charter, lycence to digg, take, and freele to carry Coles, turfes, and other Fewell in the Waste of Coedpoeth and Brunbo for their owne Fewell in their Mansions within Holt aforesaide without contradiction forever.

There is within the Towne of Holt, one Howse builded of timber and covered with shingles commonly called the Towne hall where the Courtes are holden and kept by the Maoi^r everie three weekes, and two great Leet Courtes likewise holden and kept by the steward aforesaid for matters happennig within the said Towne and Liberties are vsuallie kept w^{ch} is the Princes House, the repairs whereof from tyme to tyme as occasion shall require belongeth vnto the Prince his Highnes."

Then follows list of Burgesses

	£	s.	d.		£	s.	d.
Breerton Owin Esq.	6	5	0	Pickeringe Francis	0	41	0
Bostock George Esq	8	8	5	Pate Thomas	0	31	7
Batha Will ^m	0	12	9	Pulford Thomas	0	26	1
Buckley George	0	3	0	Phillip Margery	0	20	7
Bythell Thomas	0	1	6	Powell John	0	1	0
Bythell Richard	0	1	6	Pulford Thomas of Barton	0	1	0
Burgeny Will ^m	0	9	0	Pova Margaret	0	1	0
Calcott Thomas	0	32	5	Presland John	0	1	11
Clough Edward	0	5	0	Platt John	0	1	6
Cowes George	0	2	0	Reade John	0	16	6
Crew Edward	0	53	0	Roydon Roger Esq	5	5	6
Crew Thomas	3	8	6	Rogerson Will ^m	0	3	2
Davies Robert Esq	0	10	4	Rogerson John	0	8	0
Davies Will ^m	0	2	0	Rogers Thomas	0	1	0
Davies Will ^m Tanner	0	4	6	Speed David, gent	0	21	
Decka Roger	0	1	0	Senedale John	0	1	
Edgworth Roger	0	3	vii	Suckley Roger	0	1	0
Egerton Richard kn ^t	0	28	9	Spencer Thomas	0	6	0
Fisher Will ^m	0	4	0	Trevor John, knight	0	36	10
Fletcher John	0	19	6	Trevor Richard k ^t	0	1	4
Foster Thomas	0	1	0	Thomas John Lewes	0	6	0
Gerrard Jane	0	20	6	Vernon Richard	0	6	0
Godson John	0	0	12	Wylde Will ^m	0	38	7
Gough John	0	4	6	Wilkinson John	0	38	5
Greene Roger	0	12	0	Wright John	0	13	8
Griffith Edward	0	20	0	Wright George	0	25	0
Hutchins Randolph	0	52	0	Wilkinson Thomas	0	21	0
Hooker Richard	0	2	10	Wells John	0	1	0
Jevison John	0	6	0	Wells Laurence	0	19	4
Jones Owen	0	13	0	Will ^{ms} Thomas	0	7	0
Maddock Edward	0	13	10	Yardley John	0	20	0
Nicholl Will ^m	0	3	9	The Mayor & Citizens of Chester	0	2	6

"The Answers of the Jurie for the towne of Lyons als Holt to the Articles given them in Charge as followeth, viz.

"The Town of Lyons als Holt with the Liberties and Franchises of the same is meered and bounded as followeth: First from the Bridge called Holt Bridge w^{ch} is the passage of the river of Dee, dividing the Countie of Denbigh and the Countie of Chester, at the North side of the said said Towne it extendith a long to the said River vnto a place called Moore Dee w^{ch} joineth vnto a Meadowe called the Lords Meadowe being parcell of the Manno^r of Hewlington vpon ye south side of the said Towne, and so along the skirt of the said Meadowe and other landes therevnto adioying called the five acres and Tier garreggs vnto the lane called Hewlington lane vpon the west. Then it extendeth a long that Lane towards the North vnto the lane called the Gallowtree field lane, and so vpwardes or alonge that Lane Westward vnto another lane leading towards the Manor of Iscoyd vnto certain landes there adioying vpon the said Lane called the Gorstifield in the tenure of David Speed parcell of the Manor of Hewlington lying vpon ye East, and soe along ye said lane including a parcell of Land called Kae Stockley, and Two Tenements in the holding of Peers Spencer and John Goze, adioying to the vpper end of the said lane vpon the East.

From the head of that lane then it extendeth itselfe towards the West vnto the Manor of Ridley, and excludeth one tenement and lands in the tenure of Richard Presland, and one Cottage and certeine other parcells part of the said Manor of Ridley vpon the Northside the Lane which leadeth towards Crossyockin vpon the West.

From Crossyockin Lane w^{ch} is called Hugmore lane or Wrexham Lane and from the head of the same Lane called Hugmore, then it extendeth it self againe towards the North after the Hedge lying vpon the West, w^{ch} divideth the Townships of Gowrton and Boras at the west, and of the landes of Owen Jones Gent., Owen Breerton, George Bostock Esquires and William Batha as they are particularly mentioned in the Verdit or presentment of the said Jury for Holt, and from the lands of the said William Batha it extendeth along the lane leading from Borras to the Common Wood vpon the East, and so includeth parcell of ye great Parke called Merceley Parke adjoining to the manor of Burton vpon the north; w^{ch} parcell or parcells are called the Bushell [Bushie?—A.N.P.] and Broade land and extendeth from the vpper Parte of the said broad Land w^{ch} adioyneth vnto the land leading from the Common wood vpon the north, towards Allington, vnto the landes called Werhookes lying within the Manno^r of Hem vpon ye said North parte. And also along ye said groundes called Werhookes vnto a passage or bridge over the Brooke called Devon comonly Werhook bridge neare vnto the River of Dee vpon the North, and so is bounded with the said River of Dee towards the East vnto the Holt bridge where it first begun.

And for the rest of the Articles by way of Answer they say, that sutch demeanes as are within the said Towne and Liberties they are all ready sett downe in the particulars of their presentm^t whereunto they referre themselves & likewise for the freeholders names and what everie of them doth holde, togeather with their Rents, and doe likewise say that they are freed by their Charter for payment of any some of money vpon the marriage of their daughters, and do likewise say that there is not any Mill belonging to the Prince within the said Towne or Liberties. And further to the said Articles more then in their saide presentment are laid downe they cannot Certainly declare, saving that they saye that the Acres which is accustomed to be vsed in the said Towne and Liberties (as they are informed) conteynes Twenty-foure foot in the pole or pearche and that one hundred threescore perches are in an Acre as they suppose."

"See more of this presentment in Hewlington following:

The totall sum of the rent of the Holte is lxxj ^{li} xij ^s iiij ^d whereof to be deducted for	} lxxv ^{li} xij ^s *
certaine Landes graunted to the Earl of Bridgwater in fee vj ^{li} xij ^s . So remaynes	
with the toll of the Market and bridge	} lxxv ^{li} iiij ^s j ^d
The Borough Rent as appears by the Rentall	
Besides the Caster Houses	
Besids for Crackstones meadowe and Saunders Heath p an ⁿ	
The Toll of the bridge & markett	xxij ^s

"In 4th Eliz there were in this manor of Holte, free tenūtes, Tenantes p Copie and tenūtes at will, now there is allowed by the Jurie no distinction for that they pretend by Charter burrow tenure, yet divers of them have taken leases for 10. yeares according to the composiçō, yet pretende they at the expiration of their leases to become burrow tenūtes, accordinge to their auncient Charter, as may appear by their challenges inserted particularlie vnder the name of euery lease holden in their presentment which I refer to honorable consideraçōn.

Copia Copia
A. N. PALMER.

* The calculation here is inaccurate.—A.N.P.

The other documents handed in by Mr. Palmer are printed after the following.

CONVEYANCE referred to by Mr. A. N. PALMER, at WREXHAM, Question 56,714, and handed in by Lieutenant-Colonel H. R. HUGHES at MACHYNLETH, Question 70,010.

Dated 15th June 1857 with 1784.

COUNTIES OF DENBIGH AND MERIONETH.

The Honourable James Kenneth Howard a Com- missioner of Her Majesty's Woods etc.	} CONVEYANCE of Waste Lands in the Lordships of Brom- field Yale and Penllyn and Rights of Sporting over the same.
Sir Watkin Williams Wynn Baronet	

CONSIDERATION 6,331l.

THIS INDENTURE made the fifteenth day of June in the year of our Lord one thousand eight hundred and fifty-seven between the Queen's Most Excellent Majesty of the first part the Honourable James Kenneth Howard a Commissioner of Her Majesty's Woods Forests and Land Revenues to whom have been assigned the management and direction of certain parts of the land revenues of the Crown including the lands and hereditaments hereinafter described and intended to be hereby conveyed with the duties and powers appertaining

thereto by Order under the hands of two of the Commissioners of Her Majesty's Treasury on behalf of Her Majesty of the second part and Sir Watkin Williams Wynn of Wynnstay in the county of Denbigh Baronet of the third part Whereas by Articles of Agreement dated the ninth day of November one thousand eight hundred and fifty-two expressed to be made between the Queen's Majesty of the first part the Honourable Charles Alexander Gore the Commissioner of Her Majesty's Woods Forests and Land Revenues then

having the charge of the Land Revenues in Wales of the second part and the said Sir Watkin Williams Wynn of the third part After reciting that Her Majesty was seized in right of Her Crown of the manor or lordship of Bromfield in the said county of Denbigh which with the manor or lordship of Yale in the same county together formed the united manor or lordship of Bromfield and Yale And that the said Sir Watkin Williams Wynn was steward of the said manors or lordships or united manor or lordship and was by his tenants or servants in possession of certain encroachments upon the wastes of the said manor of Bromfield situate in the parish of Ruabon containing altogether seven acres three roods and thirty-six perches or thereabouts which has been enclosed for a period of upwards of twenty years and of which encroachments Her Majesty was seized in right of Her Crown and the particulars whereof were set forth in the First Schedule to the Agreement And reciting that there were within the parishes of Wrexham and Ruabon in the said manor or lordship of Bromfield extensive open wastes belonging to Her Majesty containing altogether four thousand eight hundred and sixty five acres two roods and thirty-five perches or thereabouts the particulars whereof were set forth in the Second Schedule to the said Agreement And reciting that Her Majesty was also seized in right of Her Crown of the lordship of Penllyn in the county of Merioneth and that the said Sir Watkin Williams Wynn was by his tenants or servants in possession of certain encroachments upon the wastes of the said lordship situate in the parishes of Llanycil Llanwchillyn Llandderfel and Llanfawr containing altogether one thousand and twenty-five acres one rood and fourteen perches or thereabouts which had been enclosed for a period of more than twenty years of which last-mentioned encroachments Her Majesty was seized in right of Her Crown and the particulars whereof were set forth in the Third Schedule to the said Agreement And reciting that there were within the said parishes of Llandderfel Llanfawr Llanwchillyn and Llangower and the parish of Trawsfynydd in the said county of Merioneth extensive open wastes belonging to Her Majesty which contained altogether fourteen thousand four hundred and twenty-seven acres two roods and ten perches or thereabouts the particulars of which last-mentioned waste were set forth in the first part of the Fourth Schedule to the said Agreement and that there were in the said parishes of Llanfawr Llandderfel Llanycil Llangower and Llanwchillyn certain encroachments belonging to Her Majesty which had been enclosed from the wastes of the said lordship of Penllyn for a period of less than twenty years containing altogether three hundred and twenty-two acres one rood and eighteen perches or thereabouts and the particulars whereof were set forth in the second part of the said Fourth Schedule And reciting that the said Sir Watkin Williams Wynn was seized of certain lands in the manor or lordship of Prysor in the parish of Trawsfynydd and that there were adjacent to the lands of which the said Sir Watkin Williams Wynn was so seized one thousand and seventeen acres one rood and thirty-five perches of land which were claimed by Her Majesty and also by the said Sir Watkin Williams Wynn adversely each to the other the particulars of which one thousand and seventeen acres one rood and thirty-five perches were set forth in the Fifth Schedule to the said Agreement And reciting a proposal by the said Sir Watkin Williams Wynn to purchase the estate and interest of Her Majesty in the lands specified in the said five schedules thereunder written And also the right of sporting over the same to which proposal the said Charles Alexander Gore as such Commissioner as aforesaid had acceded upon the terms and subject to the conditions thereafter contained It was by the said Agreement agreed and declared as follows (that is to say) the said Charles Alexander Gore on behalf of Her Majesty agreed to sell to the said Sir Watkin Williams Wynn who agreed to purchase first all the estate and interest of Her Majesty in the lands included in the First Schedule to the said Agreement (being the same lands as are mentioned in the First Schedule hereunder written) for the sum of fifty-one pounds two shillings Secondly all the estate and interest of Her Majesty in the lands specified in the Second Schedule thereto (being the same lands as are specified in the Second Schedule hereunder written) for the sum of two hundred and eight pounds eleven shillings and ten pence But it was thereby provided that if the Crown could establish its title by prescription custom or otherwise to an allotment of one third part of any waste land within the said manor or lordship of Bromfield or the

united manor or lordship of Bromfield and Yale upon an inclosure of such waste land being made then the purchase money to be paid for the said last mentioned lands should be nine hundred and seventy-three pounds eight shillings and eight pence instead of the said sum of two hundred and eight pounds eleven shillings and ten pence Thirdly all the estate and interest of Her Majesty in the right or franchise of sporting shooting and fowling upon and over the lands specified in the said First and Second Schedules for the sum of two thousand pounds Fourthly all the estate and interest of Her Majesty in the lands specified in the Third Schedule to the said Agreement (being the same lands as are specified in the Third Schedule hereto) for the sum of four hundred and seventy-seven pounds six shillings and three pence Fifthly all the estate and interest of Her Majesty in the lands specified in the Fourth Schedule to the said Agreement (being the same lands as are specified in the Fourth Schedule hereto) for the sum of seven hundred and sixty-three pounds nineteen shillings and eleven pence Sixthly all the estate and interest which Her Majesty claimed in the lands specified in the Fifth Schedule thereto (being the same lands as are specified in the Fifth Schedule hereunder written) for the sum of fifty pounds And Seventhly all the estate and interest of Her Majesty in the right or franchise of sporting shooting and fowling upon and over the lands specified in the said Third Fourth and Fifth Schedules for such sum as the same might be valued at by William Blamire Esquire or in the event of his death or declining to act then by some person to be nominated by the Inclosure Commissioners for England and Wales for the time being And by the said Agreement it was also stipulated (*inter alia*) that in the conveyance to be made to the said Sir Watkin Williams Wynn of the said lands and premises there should be contained an exception or reservation of such rights or interests (if any) as Her Majesty might possess in the minerals with the right of entry for the purpose of working the same within or under the said lands but such exception was not to prejudice such rights and interests if any as the said Sir Watkin Williams Wynn might then have or be entitled to in the minerals in or under the lands comprised in the said Fifth Schedule or any lands within the manor of Prysor in the county of Merioneth And it was further stipulated that neither party thereto should be prejudiced by any misdescription as to the parish or parishes in which the lands forming the subject of the said agreement or any of them might be situate and that the boundaries of the said lands comprised in the several schedules thereto should be determined by John Jones of Plasissa near Corwen in the county of Merioneth land surveyor and John Williams of Glanllyn in the same county surveyor or in case of their refusing neglecting or being prevented from making such determination then by the said Inclosure Commissioners for the time being or such person as they should name and such boundaries should be defined by a map or maps in duplicate to be signed by the person or persons who should have determined such boundaries and one part should be deposited with the Commissioners of Her Majesty's Woods Forests and Land Revenues and the other part thereof should be delivered to the said Sir Watkin Williams Wynn And whereas in pursuance of the said Agreement the said John Jones and John Williams have determined the boundaries of the said lands therein comprised and such boundaries are set forth and defined upon four plans marked respectively A. B. C. and E. and are shown by a pink border surrounding the said lands and the said plans and a duplicate of each of them are dated the twenty-sixth day of November one thousand eight hundred and fifty-three and are signed by the said John Jones and John Williams and one part of each of them has been deposited at the office of the Commissioners of Her Majesty's Woods Forests and Land Revenues and the other part has been delivered to the said Sir Watkin Williams Wynn And whereas the title of the Crown to an allotment of the third part of the waste lands within the manor or lordship of Bromfield or the manor or lordship of Yale or the united manor or lordship of Bromfield and Yale upon an inclosure of such waste lands being made has not been established And whereas the said William Blamire declined to act in the valuation of Her Majesty's right or franchise of sporting shooting and fowling over the lands specified in the Third Fourth and Fifth Schedules to the said recited Agreement of the ninth day of November one thousand eight hundred and fifty-two and the Inclosure Commissioners for England and Wales thereupon nominated Dickson of Laughton Maines near Edinburgh

land surveyor for the purpose of making such valuation and the said Dickson has valued the same at the sum of one thousand eight hundred and seventy-five pounds AND WHEREAS by another Agreement dated the twenty-seventh day of December one thousand eight hundred and fifty-four expressed to be made between the Queen's Majesty of the first part the said Charles Alexander Gore of the second part and the said Sir Watkin Williams Wynn of the third part the said Charles Alexander Gore agreed on behalf of Her said Majesty to sell to the said Sir Watkin Williams Wynn who agreed to purchase all the estate and interest of Her Majesty in the lands and hereditaments described in the schedule thereunder written being waste lands and encroachments upon the wastes within the said manor or lordship of Yale and comprising amongst other hereditaments the pieces of land specified in the Sixth Schedule hereto subject to a reservation of such rights or interests as Her Majesty might possess in the minerals and to a right of entry for the purpose of working the same within or under the same lands for the sum of two hundred and fifty pounds And in the said agreement it was provided that if the Crown could establish within three calendar months its title by prescription custom or otherwise to an allotment of one third part of the waste lands within the manor or lordship of Yale or the united manor or lordship of Bromfield and Yale upon an inclosure of such waste lands being made then the purchase money to be paid for Her Majesty's interest in the said lands should be one thousand one hundred and sixty-six pounds thirteen shillings and four pence instead of the said sum of two hundred and fifty pounds And by the same agreement the said Charles Alexander Gore also contracted to sell to the said Sir Watkin Williams Wynn all the estate and interest of Her Majesty in the right or franchise of sporting shooting and fowling upon or over the lands comprised in the said Agreement for the sum of one thousand pounds and it was also provided that the boundaries of the said last-mentioned lands should be determined by the said John Jones and by Edward Tench of Rhuabon in the county of Denbigh surveyor or in case of their refusing neglecting or being prevented from making such determination then by the said Inclosure Commissioners for England and Wales or such person as they should nominate and such boundaries should be defined by a map or maps in duplicate to be signed by the person or persons who should have determined the said boundaries and one part thereof should be deposited with the Commissioners of Her Majesty's Woods Forests and Land Revenues and the other part delivered to the said Sir Watkin Williams Wynn AND WHEREAS by another Agreement dated the first day of September last made between the Queen's Majesty of the first part and the said James Kenneth Howard of the second part and the said Sir Watkin Williams Wynn of the third part it was agreed that the boundaries of the land comprised in the said recited agreement of the twenty-seventh day of December one thousand eight hundred and fifty-four should be determined by the said John Jones and by Edward Jones of Rhos y Medre near Rhuabon in the county of Denbigh surveyor in lieu of the same being determined by the said John Jones and Edward Tench and that the name of the said Edward Jones should be considered as inserted in the last-mentioned Agreement in lieu of and be substituted for the name of the said Edward Tench. AND WHEREAS in pursuance of the said recited Agreements of the twenty-seventh day of December one thousand eight hundred and fifty-four and first day of September last the said John Jones and Edward Jones have determined the boundaries of the said lands therein comprised or referred to and such boundaries are set forth and defined upon a plan of the said lands and are shown by a pink border surrounding part of the said land and by a green border surrounding the remainder which said plan and a duplicate thereof are dated the third day of September one thousand eight hundred and fifty-five and are signed by the said John Jones and Edward Jones and one part thereof has been deposited at the office of the Commissioners of Her Majesty's Woods Forests and Land Revenues and the other part has been delivered to the said Sir Watkin Williams Wynn AND WHEREAS the title of the Crown to an allotment of one third part of the waste lands within the manor or lordship of Yale or the united manor or lordship of Bromfield and Yale upon an enclosure of such land being waste was not established within the time in that behalf mentioned in the said Agreement of the twenty-

seventh day of December one thousand eight hundred and fifty-four AND WHEREAS the said Sir Watkin Williams Wynn having agreed to relinquish to John Charles Tottenham of Berwyn House Llangollen in the said county of Merioneth esquire a Major in Her Majesty's Army his right and interest under the said recited Agreement of the twenty-seventh day of December one thousand eight hundred and fifty-four to part of the lands therein comprised being that part which is surrounded by a pink border on the said plan made in pursuance of the said last-mentioned Agreement as hereinbefore is mentioned and containing together seven hundred and fifty-three acres one rood and four perches together with the right of sporting over the same portion of the said lands by an Indenture bearing even date herewith expressed to be made between the Queen's Majesty of the first part the said James Kenneth Howard of the second part the said Sir Watkin Williams Wynn of the third part and the said John Charles Tottenham of the fourth part in consideration of the payment by the said John Charles Tottenham of the sum of three hundred and forty-five pounds being the proportion agreed to be paid by him of the sums expressed in the said Agreement of the twenty-seventh day of December one thousand eight hundred and fifty-four as the purchase money of the hereditaments therein comprised the said pieces of land and right of sporting have been by the direction of the said Sir Watkin Williams Wynn conveyed and assured to the use of the said John Charles Tottenham his heirs and assigns AND WHEREAS the purchase monies for the land and hereditaments comprised in the said recited Agreement of the ninth day of November one thousand eight hundred and fifty-two and for the right of sporting thereby contracted to be sold amount together to the sum of five thousand four hundred and twenty-six pounds which said sum was paid by the said Sir Watkin Williams Wynn on the seventeenth day of March one thousand eight hundred and fifty-four into the Bank of England to the credit of the Commissioners of Her Majesty's Woods Forests and Land Revenues and the purchase money for the remainder of the lands and right of sporting included in the said recited Agreement of the twenty-seventh day of December one thousand eight hundred and fifty-four and not included in the conveyance made to the said John Charles Tottenham as aforesaid (except a piece of land containing four acres and thirty-four perches comprised in the said Agreement but which being the property of the said Sir Watkin Williams Wynn under another title it has been agreed shall be withdrawn therefrom) amounts to the sum of nine hundred and five pounds which last mentioned sum was paid by the said Sir Watkin Williams Wynn into the Bank of England to the credit of the like amount on the fifth day of February one thousand eight hundred and fifty six NOW THIS INDENTURE WITNESSETH that in pursuance and performance of the said recited Agreement and in consideration of the payment of the said sums of five thousand four hundred and twenty six pounds and nine hundred and five pounds by the said Sir Watkin Williams Wynn in manner aforesaid in full for the absolute purchase of the hereditaments hereinafter described He the said James Kenneth Howard as such commissioner as aforesaid under the authority of an Act passed in the tenth year of the reign of His late Majesty King George the Fourth cap 50 and of an Act passed in the fifteenth year of the reign of Her present Majesty cap 42 and of all other powers and authorities in anywise enabling him in this behalf and with the consent of the Lords Commissioners of Her Majesty's Treasury signified by their warrant dated the third day of March 1856 Doth hereby grant release and convey unto the said Sir Watkin Williams Wynn his heirs and assigns ALL THOSE several pieces or parcels of land containing together four thousand eight hundred and seventy-three acres two roods and thirty one perches with the messuages and buildings thereon or on some part thereof situate in the parishes of Rhuabon and Wrexham and in the lordship of Bromfield in the said county of Denbigh which are more particularly described in the First and Second Schedules hereunder written AND ALSO ALL those several other pieces or parcels of land containing together sixteen thousand seven hundred and ninety two acres two roods and thirty-seven perches situate in the several parishes of Llanyoil Llanwchlyllan Llandderfel Llanfawr and Llangower in the lordship of Penllyn in the county of Merioneth and in the parish of Trawsfynydd in the same county which are more particularly described in the Third Fourth and Fifth Schedules hereunder

written. ALL WHICH said lands and hereditaments are delineated in the said plans and marked respectively with the letters A. B. C. and D. and signed by the said John Jones and John Williams as aforesaid and dated the twenty sixth day of November one thousand eight hundred and fifty-three and are thereon surrounded by a pink border which plans have been and are hereby adopted by the said James Kenneth Howard on behalf of Her Majesty testified by his signing the same and the same are intended to be deposited in the office of Land Revenue Records and Inrolments AND ALSO ALL those several pieces or parcels of land containing together one thousand nine hundred and seventy three acres one rood and three perches situate in the parish of Llantilio and in the lordship of Yale in the said county of Denbigh which are more particularly described in the Sixth Schedule hereunder written and are also delineated in the said plan signed by the said John Jones and Edward Jones as aforesaid and dated the third day of September one thousand eight hundred and fifty-five and are therein denoted by the green border surrounding the same which last mentioned plan has also been adopted by the said James Kenneth Howard on behalf of Her Majesty testified as aforesaid and is intended to be deposited in the Office of Land Revenue Records and Inrolments TOGETHER with all trees hedges ditches fences ways paths passages waters water-courses rights members and appurtenances whatsoever to the said pieces of land and hereditaments belonging or appertaining Subject nevertheless to all such rights of common as may be existing over and upon the said lands or any part thereof and except as hereinafter is reserved AND ALSO (by way of conveyance) all the right or franchise of sporting shooting and fowling upon or over the said pieces of land hereinbefore mentioned and intended to be hereby conveyed except and reserving unto Her Majesty Her heirs and successors all such rights or interests (if any) as Her Majesty may possess in the mines veins and beds of coal copper iron lead and other mineral substances whatsoever and in all quarries or beds of stone and veins or beds of clay and tilt earth gravel and sand (other than such minerals in the said pieces of land expressed to be hereby conveyed as were granted to William Collins and Edward Fenn by Letters Patent dated the eighth day of December in the seventh year of the reign of His late Majesty King Charles the First) in or under the said pieces of land and premises or any part thereof and whether such mines veins beds or quarries or any of them shall have been already found or opened or shall be hereafter found or opened in or under the said pieces of land and premises intended to be hereby conveyed or any part thereof (but without prejudice to such rights or interests (if any) as the said Sir Watkin Williams Wynn his heirs or assigns or successor in title may have or be entitled to in the minerals under the lands comprised in the Fifth Schedule hereto or any lands within the manor of Prysor in the said county of Merioneth) together with full liberty for Her Majesty Her heirs and successors and Her and their present and future grantees agents and servants or any of them with horses carts and carriages from time to time to enter upon the said lands or any part thereof to dig search for get up work dress and make merchantable such of the said mines and mineral substances stone clay brick and tilt earth gravel and sand and other excepted premises as Her said Majesty may be entitled to as aforesaid and to carry away the same and for the several purposes aforesaid to make and erect all warehouses cottages engines machines sheds ponds leats watercourses and other conveniences and to divert any streams or waters on the said premises TO HAVE AND TO HOLD the said pieces of land hereditaments and premises hereby granted and conveyed or intended so to be UNTO AND TO THE USE of the said Sir Watkin Williams Wynn his heirs and assigns for ever AND the said Sir Watkin Williams Wynn doth hereby declare that if he shall die leaving a widow such widow shall not have or be entitled to any dower or right of dower out of or in the said hereditaments and premises hereby conveyed or any part thereof AND the said James Kenneth Howard doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the Office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the Keeper of the said Records and Inrolments Provided always and it is hereby declared and agreed that neither Her Majesty Her heirs or successors nor the said Sir Watkin Williams Wynn his heirs or assigns shall be prejudiced by any misdescription contained in these

presents or any of the said schedules hereto as to the parish or parishes in which the said lands hereditaments and premises expressed to be hereby conveyed or any of them are or may be situate IN WITNESS whereof the said parties to these presents of the second and third parts have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the within named James Kenneth Howard in the presence of

J. RUSSELL SOWRAY

Office of Woods etc.

Whitehall Place.

Signed sealed and delivered by the within named Sir Watkin Williams Wynn in the presence of

CHARLES WATKIN WILLIAMS WYNN

Barrister at Law

8 Serjeants' Inn Temple.

Received of and from the within named

Sir Watkin Williams Wynn by payment into the Bank of England as within mentioned the sum of six thousand three hundred and thirty one pounds being the consideration money expressed to be paid by him in the within written conveyance.

6,331l.

Witness—

J. RUSSELL SOWRAY.

JAMES K. HOWARD.

The First SCHEDULE referred to in the foregoing Indenture.

Parish of Rhuabon and Lordship of Bromfield.

	Quantity.		
	A.	R.	P.
Gamekeeper's house land and buildings on			
Rhuabon Mountain - - - - -	3	0	3
Three crofts on Rhuabon Mountain - - - - -	4	3	33
	7	3	36

The Second SCHEDULE referred to in the foregoing Indenture.

Parish of Wrexham in the Lordship of Bromfield.

	A. R. P.		
Ecclusham Common - - - - -	2,091	2	10

Parish of Rhuabon in the same Lordship.

Rhuabon Mountain - - - - -	2,774	0	25
	4,865	2	35
Total of land in the First Schedule	7	3	36
Total of land in the First and Second Schedules	4,873	2	31

The Third SCHEDULE referred to in the foregoing Indenture.

In the Lordship of Penllyn.

Parish of Llanycil.

	A. R. P.		
Bryn melyn on Waen y Bala. Land and buildings - - - - -	35	1	12
Llanerch on Waen y Bala. Land and buildings - - - - -	139	2	3
Waen dylo - - - - -	8	1	11
Waen Bryn Coch. Land and buildings - - - - -	443	1	8
Ditto near Castell - - - - -	38	0	30

Parish of Llanwchllyn.

Dwsynantucha adjoining Craig y Penmaen	24	1	23
Rhydymaen on Rhosucha. Land and buildings - - - - -	0	2	1
Coed y pry on Rhosathwr - - - - -	48	0	36
Tynrhos and Llechwedd Ystrad - - - - -	11	1	24

Parish of Llandderfel.

		A.	R.	P.
on Garth y llan.	Planted	12	3	32
	ditto	31	2	35
Tymwydd	ditto	3	1	36
Ffridd faur	ditto	176	2	7
Tyllwyd and Duwgoed	ditto	2	1	34
Cefn Byrlas	ditto	31	1	16
Ditto	ditto			
buildings	Land and	1	0	18
Waen faur near Bethel		3	3	0
Ditto	on Garth y llan	2	1	4

Parish of Llanfawr.

Tytandderwin on Cwm sgadwy		4	1	35
Ditto	ditto	1	0	9
		1,025	1	14

The Fourth SCHEDULE referred to in the foregoing Indenture.

The first Part.

In the Lordship of Penllyn.

Parish of Llandderfel.

		A.	R.	P.
Cefn dwysarn Common.	Open waste	47	1	10
Ditto	Open bog	22	1	0
Cefn Creim.	Open bog	385	3	14
Mynyllod.	Open bog	254	1	8

Parish of Llanfawr.

Berwyn Mountain near Cae howel.	Open waste	164	3	8
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Parish of Llangower.

Cefn dwygraig Mountain.	Open waste	143	0	0
Part adjoining ditto up to Bryn Briglas.				
Open waste		575	2	11
Part adjoining Cwmhyfed.	Open waste	270	0	0
Part adjoining ditto up to Moel-y-geip.				
Open waste		1,115	3	17
Cefn gwyn.	Open waste	870	0	0

Parish of Llanmchwyllyn.

Part adjoining Rhossaitlhwyr up to Moel-megmai.	Open waste	592	0	0
Ditto from Rhossaitlhwyr up to Aberadda bach.	Open waste	876	3	0
Ditto from Rhossaitlhwyr up to Afon-gynllwya.	Open waste	870	3	10
Upper part of Llechweddlyfn Mountain.				
Open waste		498	3	0
Lower part of ditto.	Open waste	404	0	0
Lower part of Arran Mountain.	Open waste	160	0	0
Ditto ditto down to Tyn y pant.	Open waste	237	2	0
Part above Ffriddllechwedd Alchin.				
Open waste		426	2	0
Part above ditto to the summit of Arran mountain.	Open waste	805	1	30
Rhosuchad and Gameddwen.	Open waste	133	0	20
Mynydd y Penmaen adjoining the lordship of Ffriddheligymoch.	Open waste	2,217	0	0

Parish of Trawsfynydd.

Mynydd bach.	Open waste	437	3	16
Mynydd pen stryd.	Ditto	1,577	0	1
Mynydd Dolymoch and the waste to Llyntrewern.	Open waste	964	1	32
From Moel Cynfal down to Bryn Clynnog.				
Open waste		407	2	4

*The second Part.**Parish of Llanfawr.*

Tytan dderwin on Cwm Sgadwy		9	1	16
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Parish of Llandderfel.

		A.	R.	P.
Gargoed on Mynyllod		19	1	16
Gilli	ditto	13	3	23
Braichdu	ditto	90	2	12
Cwm	ditto	10	0	38
Pen y Bryn	ditto	12	1	27
Bryn deryn on Cefn Creun		24	0	4
Llawrybittws	ditto	18	1	14
Cwm	ditto	15	0	16
Pen y bank	ditto	0	1	24
Waen faur near Bethel		8	0	0
Sarnai near Cefn dwysarn		1	0	24
Ditto	ditto	1	0	2
Ditto	ditto	0	2	0
Ditto	ditto	2	0	1
Ditto	ditto	1	2	5

Parish of Llanycil.

Cynnythog on Waen y Bala		27	3	7
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Parish of Llangower.

Encroachment near Graneryn		6	2	0
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Parish of Llanmchwyllyn.

Encroachments on Rhosucha and Gameddwen		18	0	8
Rhossissa		42	0	21
		14,749	3	28

The Fifth SCHEDULE referred to in the above written Indenture.

Parish of Trawsfynydd.

		A.	R.	P.
63. From Llyn Trewern up to Carnedd Jags and down to Llyn Cuglog.	Open waste	607	3	19
64. Part between the parishes of Trawsfynydd and Maentwrog.	Open waste	409	2	16
		1,017	1	35

SUMMARY of the LANDS in the Third, Fourth, and Fifth Schedules.

	A.	R.	P.
Third Schedule	1,025	1	14
Fourth Schedule	14,749	3	28
Fifth Schedule	1,017	1	35
	16,792	2	37

The Sixth SCHEDULE referred to in the foregoing Indenture.

Parish of Llanfysilio.

	A.	R.	P.
Upper part of the township of Coedrwg.			
Open waste	553	0	0
Part of lower part of township of Coedrwg.			
Open waste	47	3	37
Upper part of the township of Cymmo.			
Open waste	450	0	0
Part of lower part of township of Cymmo.			
Open waste	44	0	18
Upper part of the township of Llandynan.			
Open waste	496	2	10
Part of lower part of the township of Llandynan.			
Open waste	369	1	0
	1,960	3	15
Lloyd's encroachment near Penbedw	12	1	22
Morris's ditto near Llayndynan	0	0	6
	1,973	1	3

JAMES K. (SEAL) HOWARD.
WATKIN (SEAL) WILLIAMS WYNN.

I certify that a duplicate of this deed has been deposited in the office of Land Revenue Records and Inrolments and an entry thereof made or filed by me And also that the within named James Kenneth Howard directed that such deposit and entry should be sufficient inrolment of this deed.

T. K. FEARNSIDE,
Keeper of the Records.
6 C 2

8th July 1857.

	£	s.	d.
The Rent off Assise for the Towne of Holt	30	3	11
The Fee farne Rent	32	7	10 ob'
The Manor of Hem rent of Assise	7	10	6 q'
The Fee farne Rent	27	6	5
The Manor of Hewlington onelie Fee Farme	19	3	1
And soe are the Mannors of Cobham Almer	18	4	9 ob'
And Cobham Iscoide the annuall Rents whereof are	22	15	4 ob'
The Mannor of Esclusham w ^{ch} is a baylwicke of Fee the Rent of Assise	30	9	2 ob' iij p ^s q'
The Fee Farme there is	16	19	11 ob'
The Bailiefe Fee For Collecting thereof	2	0	0
The Mannor of Eglwsegle Rent of Assise	17	16	2 q' di
The Fee Farme Rentes there	1	19	11 ob'
The bay lfe Fee For Collecting thereof	2	0	0
The Mannor of Ruabon rent off Assise	26	12	9 ob'
The Fee Farme Rent there	22	17	1 di
The bayliet Fee For Collecting	3	0	0
The Mannor of Abymbury rent of Assise	24	10	10
The Fee Farme Rents there	11	5	6
The bayliets Fee	2	0	0
The Mannor of Burton rent of Assise	38	8	5 ob' q' di
The Fee Farme rent there is	71	9	8
The Bailiies Fee	3	13	4
The Mannor of Iscoyd rent of Assise	25	7	0 ob'
The Fee Farme rent there is	26	6	3
The Bailiies Fee there is	2	13	4
The Mannor of Wrexham [Regis—A.N.P.] Rent of Assise	6	12	1 ob'
The Fee Farm rent	46	16	5
The Bailiies Fee	4	13	4
The Mannor of Yale Raglaria & Rent of Assise and Fee Farm but the deuision thereof not as yett knowne	30	0	0
The Bailiies Fee	2	6	8
Theis Bailiwicks of Fee the receavor taketh upon himself by reason of the Fees incident for the Collee ^o n but the rest are Collected by the tenants and by them Answered as of service And by their tenure bound unto			
The Mannor of Denynlley a Bailewicke of service is onely Fee Farme Rent	25	14	0
The Mannor of Morton onelie Fee farme	17	10	0 ob' q'
The Mannor of Fabriorū and Christionyedd the like	16	19	1 ob' q'
The Mannor of Minera onelie Fee Farme	6	19	9 ob'
The Mannor of Bedwall Fee farm	25	12	7 ob'
The Mannor of Pickhill & Siswicke rent of Assise	0	15	0
The Fee Farme Rent	41	6	8 di
The Manor of Yale Preposituria not diuided	38	18	7 q' di
Denynlley Parke sould from the Crowne 373 Acres howe held we knowe not	1	10	0
Glyn Parke alsoe sould from the Crowne	3	19	0
Holt Parke ats Mersley in Fee farme to the Lord Bridgwater as is alleadged rent	20	0	0
The disolued Monastrie of Vala Crucis in the houldinge of the Ladie Wootton by what graunt we cannot telle but refferre it to the sight thereof w ^{ch} to us is not p ^d uced, of the yearelie value of	920	4	2
The yearelie Rent paid to the Publique Revenue	223	2	10 ob'
The Chantry rents payed to the Revenue in Bromfield	18	3	5
The rent of Kenlleth Owen payed to the Revenue	15	11	3
Eiton Parke in the Possession of S ^r Orlando Bridgman by what graunt wee knowe not but refferre it to viewe worth p Annū	100	0	0
The Mannor of Rydley sould as alleaged to the Lord of Bridgwater from the Crowne, and the yearely rent reserved to the revenue is	11	1	4 ob' q'

	£	s.	d.
The Royalties p'quisites and yssues of Courts Coibus Anñ doe amount to w th together w th the Rents are claimed by S ^r Tho. Trevor by vertue of a Lease yet in being w th as yet we haue not seene but refferre it to view	50	0	0
The Tole of the Bridg of Holt and the Faires due annuallie to the Revenue is w th For 7 or viii ^e yeares is in arreare and in the hands of S ^r Richard Grosvenor K ^t	1	2	0
The Castle Ditch and Castle Yard cont by estimaçõ 3 Acres in the Possession of of [so in the transcript—A.N.P.] the lord of Bridgwater, as we conceaue not in graunt woorth yearly	2	10	0
There is adioinyng to the Castle a pcell of land called the litle Parke cont about 15 acres and an other pcell of lands lying neere to the said Towne of Holt called the Pooles pcell of the demesnes cont about jo acres w th the Earle of Bridgwater held as belonging to his office of Steward of Bromfield and Yale w th out answering any rent to the Crowne w th we conceive to be out of graunt woorth yearly	13	0	0
There is alsoe a parcell of land called Craikstrings Meadowe cont by estimaçõ 7 acres and An other pcell called Saunders hey cont by estimaçõ 6 acres pcell of the demesnes held by by [so in the transcript—A.N.P.] the Earle of Bridgwater at the yearly [rent A.N.P.] of 30 ^s but by what graunt we finde not woorth p ann	17	0	0
There is a Meadowe called the Lords Meadowe cont by estimaçõ 16 Acres An other Meadow Adioinyng there unto cont 5 Acres and an other Meadowe called the Bull Meadowe (except one Acre in the said Meadowe) cont 6 Acres lying in the Mannor of Hewlington p'cell of the demesnes For w th is Answered the yearelie rent of 53 ^s 4 ^d held by the said Earle of Brydgwater by w ^t graunt we finde not woorth yearly	30	0	0
There are two p'cells of lands called the Broad land and the bushie land w th hath been inclosed and taken from the Comons called the Comon Wood and layd in to the Parke called Mersley afts Holt Parke cont neere joo acres held by the said Earle of Bridgwater by what graunt we finde not woorth yearly	40 ^u	0	0
There is a pcell of ground called the Wearehookes togeather w th divers other pcells there unto Adioinyng cont by estimaçõ joo acres pcell of the Mannor of Hem held by the said John Erle of Bridgwater by what yearelie rent or graunt we find not, woorth p ann	100	0	0
There is a p'cell of land callel the Rough Croft lyeing neere to the said towne of Holt cont by estimaçõ 6 acres held by Richard Davies esq ^r at the yearly rent of vi ^s but by w ^t graunt we Find not woorth yearly	3	0	0
There is corten Mills Called Merfford Mills For w th is paid yearely to the Revenue viii ^{li} or thereabouts in the tenure of S ^r John Trevor by what graunt held we finde not alleaged to be in Fee farm	8	0	0
The Lõpe of Merfford in the possession of S ^r John Trevor was thone haufl purchased For the Earle of Derby and the other haufl was charged w th the annuall rent of 4 ^z to the Crowne but howe answered and by what graunt we Find not	4	0	0
There is a Chappell in Allington [at Yr Orsedd Goch, now called the Rossett—A.N.P.*] called St. Peter's Chappell togeather w th 50 ^{li} p Ann belonging to it in the houlding of S ^r John Trevor Knight by w ^t graunt held we Finde not	50	0	0
There is a parcell of wast called Gwyrreddief being pt of a Moore called the Comon Moore cont by estimaçõ 60 acres & appurtenant to the Maor of Burton and Lõpe of Bromfield & Yale Found by the last S ^r vey taken & made by John Norden Esq. and by Jury then sworne to be the price his right worth p ann.			
There is an other pcell of wast land by the same survey called kafen gwersilt by estimaçõ 5 acres worth p ann	10	5	0
That there bee Cole Mynes lead Mynes and iron stone in the Lõppe of Bromfield held by S ^r Rich. Grosvenor, k ^t by vertue of a graunt at the yearly rent of xx ^s under collar whereof he stopeth the tenants from making use thereof w th otherwise would be very benefitiiall to the Comon Wealth			
The viccarag howse in Wrexham and and [so in the transcript—A.N.P.] the Wast Ground belonging thereto is claimed by none neither is there any graunt pduced to us by any man for the same woorth p ann	3	0	0
A pcell of land called Bron Vawr in Yale in the houlding of S ^r Evan lloyd knight of mountaine lands inclosed cont by estimaçõ 200 acres woorth p ann not in graunt	10	0	0
Certen inclosures of the Comons in the houlding of the late wief of Rich ap Hugh and others of the teñnts to the said S ^r Evan lloyd by estimaçõ 100 acres woorth p ann	5	0	0

* See next document.

† See next document. Gwern Gwerydau.—A.N.P.

One of the pticulars above mençoned the said Sr Evan lloyd pleads to be in graunt but refused to pduce the same saying he would not trust vs^{wth} the viewe thereof lest we should finde any Flaur in the same. And for the other pticulars he acknowledges to be out of graunt and will submit to the takinge of a Lease.

[Many other encroachments mentioned A.N.P.]

The inclosures before mençoned And all the rest of them that are wthin the lōpe of Bromfield and Yale fall to the lord of the soyle because inclosed wthout licence For although by theire Fee farme estats they may challenge Freedome of cōmonyng It is by the Covenant of the graunt as formerly, and auntiantly was accustomed wthout any power of inclosing soe that they must take a newe graunt of all (except some old inclosures w^{ch} are included in theire Fee farmes) w^{ch} is the custome of the lōpe, and if they should inclose all theire comons yet the lord sould have a third pte.

The totall of the Tenth of the Clergye due and payable yearly to the Revenue w^{ch} is the totall of all North Wales 431^{li} 10^s 8^d 1/4

The Mannor of Eglwysig is by the tenants pleaded to be held by charter by vertue whereof they conceaue themselves to be Free from paying the rent of Assise but as yet cannot pduce theire charter whereof we shall Foorth wth Certifie more certainly.

The names of the Comons be Moel venlly, Moel y gyryn, Moel y gito, Bulch y rhiwey, Moel y llyn, Pen y voel, y Bryney dyon, Rhyd velyn, y geven Fordd, Croseynant, y tervyn, Moel forvydd, Maen Merion, Klib yoylin j?], Moel wendeg, Bulch Gwyn, and y voel wen

David Speed
Lodowicke lloyd
Thomas Bloumfeilde
Benjamin Andrewes

[The foregoing extracts are taken from a Copy of the Parliamentary Survey of 1649 in the Reference Department of the Wrexham Free Library. The copyist has in some places intermixed his sheets, so that I am not sure that all the extracts occur in the exact order in which they occur in the original Survey. This Survey is in the Record Office, and will be found among the Parliamentary Surveys.—Alfred Neobard Palmer.]

EXTRACTS from John Norden's Perambulation of Bromfield and Yale, county Denbigh. Brit. Mus. Harleian MS. 3696, fol. 79 *et seq.* Supplementing Extract No. 2, and showing the original name of "The Rossett."

A.D. 1620.

"Superuisus Manerij de Burton."

[The Manor of Burton contained the townships of Burton, Allington, Llai, Gresford, Gwersyllt, and part of Burras Hwfa.—Alfred Neobard Palmer.]

"David Speed tenet libere vnum Messuagiū sine Tenementum cum pertineñ et omnes domus stabula, gardiñ, pomaria, et esiamenta eidem spectañ iacen in loco vocat yr orseth goch" etc.

Redd. viij ^d est	"Idem [Richard Trevor, miles] tenet Capellam in Allington vocat Capella sci	A. R. P.
ad vsū rerū	Petri cum parcell p. estimat. peciam vast. adiacen, capell. contineñ in Longitudine	0 3 0
diuinarum.	Centum et quadragintā pedū et Latidunine septuagint et duo pedū in Loco vocat	0 0 20
Redd. ij ^d est	yr Orseth goz in Allington p. estimacōem	
	[This chapel was afterwards called The Rossett Chapel.—A.N.P.]	ij ^d
	"Edwardus Griffith tenet libere vnum capitale messuagium infra Allington	
	etc. vnum Cottagium prope Rossett Goz" etc.	

Presentments by the Jury:—

Gwern "The said Jury doe present but two wastes or Commons in this mannour w^{ch} vndergoe the names of Wastes or Comons called by by the names of Keuen Gwer sillt conteyning by estimacōen
Gwerydau? and Gwern Grydey being part of the common Moore conteyning by estimacōn
A.N.P. threescore acres adioyning vpon the south parte thereof vpon the landes of Sir Richard Grosuenor knight The said Jury in their names and in the names of the rest of the Prince his Tenaunts of the said Mannour of Burton doe humbly pray that they may be admitted and ordered to have their auncient Comon in the said Moore as auncient Tennautes of the same Mannour have formerly had therein."
"Our customary Acre conteyneth one hundreth and sixty perches, each perche conteyning fower and twenty foote."

NOTE ON TAI UN NOS in the LORDSHIP OF BROMFIELD, forwarded by Mr. A. N. PALMER to the SECRETARY.
(See Question 56,733, 64th day.)

Since I gave my evidence at Wrexham, on August 29 last, I have made inquiry of some men of this neighbourhood in whose youth "tai un nos" were frequently built. The results thus attained, together with what was already known to me regarding these huts, may possibly be sufficiently interesting to be recorded, though scanty enough. I had intended to make a whole day's excursion into the uplands of Bromfield to make special inquiry into this subject, but have been prevented from doing so.

The custom of building "cabanau un nos" (*cabins of one night*), "tai un nos" (*houses of one night*), or, as they are more often here called "tai nos" (*houses of a night*), was, in the memory of many persons on this side of sixty, quite common in the lordship of Bromfield, particularly in Bwlchgwyn (township of Brymbo), Minera or Mwnglawdd, and in Moreton uwch-y-clawdd—"sod halls" or "sod huts" they were often called in English. They were erected on the waste in a single night, and it was considered essential that smoke should be seen issuing from the chimney by dawn of day. The assistance of neighbours was necessary for building them, and could always be relied on. While the commons were open, and the bit of garden necessary to the hut was alone inclosed, the Crown officers do not seem, so far as I can make out, for several generations at least, to have interfered, and the occupiers of the "tai nos" were regarded by their neighbours as freeholders. I think, however, that I can discover, in Norden's Survey of 1620 reference to several of these "tai nos" which the surveyor treated as "encroachments" held at the will of the lord and subject to rent, generally a very small one, varying from 4d. to 5s. a year. But it is evident that the indigenous inhabitants of this lordship regarded the erection of these "cabanau" as sanctioned by the custom of the country, and the "cabanau" themselves as liable to the payment of no rent whatever. And they clung very strongly to these ideas. The only possible reference to them in the Welsh Laws, and that a very doubtful one, which occurs to me, is the following passage: "Tri anheggor bwd havodwr: nenbren: nen: fyrrh: a bangor: a rhydd iddo eu tori yn nghoed "gwylt a yno." That is, "Three necessary things for a havod man: roof-tree: roof-forks: and wattling; and he is free to cut them in such wild wood as he may please." The only reasons which incline me to

think that this passage may possibly refer to the "tai nos," are, first, that these are sometimes called elsewhere "hafodau un nos" as well as "tai un nos," and secondly, that the description recalls the actual appearance of some of the oldest of some of these buildings. But these reasons are very insufficient, and the origin of the custom remains a puzzle.

In the parish of Llangerniew is a mansion to which and to its predecessors the name "Hafod un nos" has attached for centuries. This fact shows, I think, the antiquity of the custom.

However, returning to the "tai nos" on the commons of Bromfield, the general impression is that if the man of the "ty nos" should inclose some land out of the waste around his hut and his possession of this, or the possession of it by his heirs or assigns, should not be challenged for 60 years, the land as well as the house became the freehold of the incloser or of his heirs; the house was supposed to become the freehold of its occupant immediately it was inclosed. Such land so inclosed, with the sod hut in the midst of it, often afterwards enlarged or rebuilt, is called a "stent" or "hen stent."* I know several of these "stentiau." I know one "hen stent," if not two "stentiau" where the owners have successfully maintained their claim to the minerals on the "stent," spite of the grant by James I. of the minerals in all commons then existing in Bromfield and Yale to the Grosvenor family. I do not think the name "stent" is applied here to the larger inclosures sometimes of several hundred acres, but only to the smaller ones. I may add that the word "stent" is also used in this neighbourhood to denote a labouring man's day's work—what he is expected to do in one day. The word "stint" is employed in precisely a similar sense in parts of England. The phrase "yr hen stent" occurs in Ellis Wynne's "Gweledigaethau," where it evidently means "the old estate." Here "stent" or "ystent" is plainly no other than the English "extent" as Professor Rhys has suggested.

* I have never myself heard the word "stent" applied to any other than a small ancient inclosure of a few acres taken out of the common, but a Bwlchgwyn man has told me, since writing the above, that it is used with regard to any property which has been in the possession of the same family for several generations.

RULES and BALANCE SHEET of COW CLUB referred to by Mr. J. H. WARBURTON LEE in his evidence at Hanmer, 66th day.

RULES of the COW CLUB, established 1862, at the "LONDON APPRENTICE" INN, TYBROUGHTON, for the townships of HANMER, WILLINGTON, TYBROUGHTON, BRONINGTON, BETTISFIELD, and HALGHTON, in the County of FLINT.

At a meeting held at the "London Apprentice" Inn, Tybroughton, for the purpose of establishing a Society and raising a Fund for the mutual assistance of such persons as may have the misfortune of losing a Cow or Cows by accident or distemper, the enclosed rules were agreed to.

Rules.

I.

This Society shall be called "The Hanmer, Bronington, Tybroughton, Willington, and Halghton Friendly Society;" the business thereof shall be carried on at the "Hanmer Arms" Inn, Hanmer, and the objects thereof shall be for the insurance and relief of each other who may have the misfortune to lose a Cow or Calf.

II.

That all monies received on account of contributions, donations, admission, fines, or otherwise, shall be applied towards carrying out the objects of the society, according to the rules and tables thereof; any officer misapplying the funds shall repay the same and be excluded.

III.

At the first meeting of the society after these rules are certified by the Registrar, there shall be elected, by a majority of the members then present, three trustees, a treasurer, a secretary, and a committee of management, consisting of four persons. The trustees shall continue in office during the pleasure of the society, and be removable at a general meeting; and in case of a vacancy or vacancies, another or others shall be

elected by a majority of members at a meeting called for that purpose. The treasurer, secretary, and committee of management shall all continue in office until the general annual meeting of the society, unless previously removed by a resolution of the major part of the members present at any meeting called for that purpose; and at every annual meeting a treasurer, secretary, and committee shall be appointed for the ensuing year, or in failure thereof the officers last appointed shall be considered as again appointed; and in case any officer other than a trustee shall die or be removed prior to such annual meeting the committee of management shall appoint a person to fill up the vacancy. A copy of every resolution appointing a trustee or trustees shall be sent to the Registrar of Friendly Societies in England, under the hands of three members, and signed by such trustee and countersigned by the secretary.

IV.

The trustees shall be admitted to all meetings of the committee of management, and shall be at liberty to take part in the proceedings thereof, and vote on any question under discussion; they shall do and execute all the several duties and functions delegated to them by the statute relating to Friendly Societies, unless otherwise herein provided for.

In case any trustee, being removed, shall refuse or neglect to assign or transfer any property of the society

as the committee of management shall direct, he shall, if he be a member, be expelled the society, and shall cease to have any claim on the society on account of any contributions paid by him.

The treasurer shall, in the month of January in every year, and also when required by a trustee or a majority of the trustees of the society, render to the trustees of the society a true account of all monies received and paid by him on account of the society; and shall also, when required by a majority of the trustees, pay over all monies remaining in his hands, and assign and deliver all securities and effects, books, papers, and property of or belonging to the society in his hands or custody, to such person or persons as a majority of the trustees shall appoint. He shall be responsible for such sums of money as may from time to time be paid into his hands by the secretary, or by any person on account of this society. He shall balance his cash account monthly, and supply the secretary with a duplicate thereof, and shall, if required, attend every general meeting. He shall before taking upon himself the execution of his office give security, pursuant to the 18 and 19 Vic., c. 63, s. 21.

The committee of management shall meet every quarterly meeting at the hour of six o'clock p.m. Any three of the committee duly assembled at any such meeting shall form a quorum, and shall have full power to superintend and conduct the business of this society according to the rules provided for the government thereof, and shall in all things act for and in the name of this society; and all acts and orders under the power delegated to them shall have the like force and effect as the acts and orders of this society at any general meeting. Every question at such meeting shall be decided by a majority of votes, and if the votes are equal the chairman shall have a casting vote. Any two of the committee may call a special meeting thereof by giving seven clear days' notice in writing to the secretary; but at such special meeting no other business than that specified in the notice shall be taken into consideration. The committee shall convene all the meetings of the society, on such requisitions as are herein mentioned.

The secretary shall give his attendance at all meetings of this society; he shall record correctly the names of the committee or trustees there present, and the minutes of their proceedings, which he shall transcribe into a book, to be authenticated by the signature of the chairman, as the proceedings of the meeting; he shall receive proposals for admission, and demands for allowances of every description granted by the rules; he shall keep the accounts, documents, and papers of the society in such manner and for such purposes as the committee may appoint, and shall prepare the annual and other returns required by the 18 and 19 Vic., c. 63, to be sent to the Registrar of Friendly Societies in England; he shall receive the monthly contributions and the fines due to the society, and pay such sums as the members may severally be entitled to claim, and at the close of every meeting pay the balance to the treasurer. The secretary shall on all occasions, in the execution of his office, act under the superintendence, control, and direction of the committee.

V.

That the members of the society shall meet on the second Tuesday in the following months, viz.: January, April, July, and October. In the two summer quarters contributions will be received from seven to nine o'clock in the evening; in the winter quarters, from six to eight. Members neglecting to attend the first club night to forfeit sixpence; and neglecting to pay the second night to be expelled.

VI.

That three stewards be appointed annually, who shall mark the Cattle, and do their office impartially, marking none but sound Cows; if it is proved that they have abused their trust by marking any disordered or unsound Cattle, they shall be dismissed; they shall receive twopence for marking and valuing each Cow, to be paid by the owner.

VII.

That the money paid by each member for the support of the society be one shilling and sixpence per Cow for entrance money, and one shilling per quarter for each Cow afterwards. No person shall be entitled to the benefit of this society until he has been admitted three months.

VIII.

If any member's Cow be afflicted with sickness he shall immediately apply to the stewards, who shall go

with him to value the same, the owner to use every means in his power for her recovery, at his own expense; and if it happens after every trial and effort to relieve her has been used that she dies, then the stewards shall allow the owner of the Cow the value of her, if not exceeding ten pounds; the hide and carcase to be left at the disposal of the committee.

IX.

That any member of this society who may be inclined to rear a calf or calves, shall pay sixpence entrance for each, and ninepence per quarter afterwards. No calf to be entered under six months old; if approved of, then to be marked; if it die under the twelve months, the owner to be allowed two pounds for his loss; after twelve months, three pounds, till bulled.

X.

The money to be paid for losses when demanded, if sufficient in the box to pay with, if not, the stewards shall give notice the next time of meeting, that on the following club night they will have an extra shilling to pay; any member neglecting will be fined one shilling.

XI.

Any member parting with or losing a cow or cows, and buying others in their place, and after having them on his premises forty-eight hours, shall apply to the marker in that time, who (if proved sound) shall mark them, the owner paying him for marking, and they shall be entered in the club as the former were.

XII.

That there be no cursing or swearing allowed in the club-room, on pain of forfeiting sixpence to the box; and if there happens at any time great confusion or noise, the master or stewards shall command silence; any member refusing to comply shall forfeit sixpence.

XIII.

The late officers' accounts shall be inspected when they resign, and signed by seven members, and new ones appointed yearly.

XIV.

None of the money shall be lent or spent for any other purpose than what is specified in the foregoing rules.

XV.

If at any time the funds of this society shall exceed two hundred pounds, in twelve months afterwards a division shall be made to each member (not honorary) in proportion to the time of his paying thereto, of all and every sum that may exceed the two hundred pounds at the time such division takes place, but not to reduce the funds less than two hundred pounds.

XVI.

Whenever the stewards of this society for the time being shall happen to be called on by any member or members thereof to view or value any Cow or Cows belonging to, or entitled to the benefit of this club; in case such steward shall happen to be absent or anyway unable to travel from his or their places of abode, by sickness or other infirmities, then, and in such case, the others of them are hereby authorized and empowered to call some of the preceding officers to act as substitutes upon such contingencies happening.

XVII.

That a good oak box be made with three keys, and committed to the care of the treasurer and stewards, to deposit the accounts in belonging to the society. The money, at the end of each and every quarter, to be deposited in the savings bank.

XVIII.

Every member shall pay the sum of twopence per year, to be paid on the January night, for every Cow or Calf he or she may have in the society, towards defraying the necessary expenses of management; and a separate account shall be kept of such contributions and expenses, and shall be audited in the same way as the other accounts of the society.

XIX.

That no new rule shall be made, nor any of the rules herein contained, or hereafter to be made, shall be amended, altered, or rescinded, unless with the consent of a majority of the members present at a general meeting of the society specially called for that purpose.

XX.

If at any time a difficult matter should arise betwixt the meetings, requiring a speedy decision, and which cannot be determined by the stewards, they may call a committee of seven members to consult and decide thereon, who shall be allowed one shilling and sixpence out of the box. If any member shall refuse to attend such meeting he shall forfeit sixpence.

XXI.

That if any member of this society shall lose a Cow or Cows, and shall receive the benefit of this society as agreed to in the fourth rule, the said money shall be repaid if the member receiving it shall withdraw from the society within five years after receiving the same.

XXII.

That the treasurer and stewards for the time being shall be allowed two shillings and sixpence out of the box each club night.

XXIII.

That if any member or members shall endeavour to raise dissension or disaffection in the society, to dissolve the union thereof, if such design or attempt be clearly proved, he or they shall be excluded. This society shall not be dissolved so long as seven members remain in it.

XXIV.

Whenever any affair shall happen relating to this society that cannot be clearly and absolutely determined by the rules, the dispute in question shall be settled by a majority of the committee, together with the stewards and treasurer; the stewards shall communicate to the committee the matter in dispute, either in writing or verbally, as the case may require, when they shall withdraw into a private room and decide the case, candidly and impartially, and deliver to the stewards their decision, either in writing or verbally as aforesaid, which shall be final. No committee shall be appointed when there are less than two-thirds of the members present, or decide any dispute but at a quarterly meeting; and any member who shall refuse to act upon such an occasion, when duly appointed or chosen, shall forfeit one shilling and sixpence, and another shall be chosen in his stead. Each member shall sign his or her name to these rules, as a testimony of their approbation.

XXV.

That each and every honorary member of this society shall pay, or cause to be paid, his subscription half-yearly; the same to be added to the stock fund; but in case any arrears should occur of any honorary member, then the stewards shall call on each member that shall be in arrears at the end of twelve months, that he may account for the same before he leaves his stewardship, or forfeit one shilling each for every member he neglects or refuses to call upon; and when a division of the stock, as mentioned in the twelfth rule, takes place, no honorary member is to receive any share: but if any member shall be in arrears twelve months after being called on for his arrears, he shall be deemed no longer a member of this society.

XXVI.

That in case of any alteration in the place of meeting, or dissolution of this society, written notice thereof shall be sent to the Registrar of Friendly Societies in England, within fourteen days after such removal or dissolution, signed by two of the trustees, or by the secretary or principal officer, and three of the members of the said society. Sec. 28.

XXVII.

The committee shall cause the accounts of the society to be regularly entered in proper books, and shall cause a statement of the accounts of the society, with all necessary vouchers, up to the end of the months of June and December in each year, to be made out and laid before two auditors to be chosen by the members at the quarterly meeting held next before each yearly meeting of the society, and shall lay before each such meeting a balance sheet, signed by the auditors, showing the receipts and expenditure, and the assets and liabilities of the society, together with a statement of the affairs of the society since the last ordinary meeting, and of their then condition; and the auditors shall make to such meeting a report upon the balance sheet so laid before them; and in case they do not adopt the same, or any part thereof, shall specially report thereon to such meeting.

▲ 86439.

The books and accounts of the society shall be open to the inspection of any member at all reasonable times.

SAMUEL DIMELOW,
SAMUEL WILLIAMS, } Members.
THOMAS ACTON,
RICHARD THOMAS, Secretary.

REGISTRAR'S CERTIFICATE.

I hereby certify that the foregoing Rules of the Cow Club or Society at the "London Apprentice" Inn, Tybroughton, in the County of Flint, are in conformity with Law, and that the Society is duly established from the present date, and is subject to the provisions and entitled to the privileges of the Acts relating to Friendly Societies. The rates of contributions and payments are not stated to have been prepared by any Actuary.

JOHN TIDD PRATT,
The Registrar of Friendly Societies in England,
15th April 1862.

Copy kept.

J. TIDD PRATT.

At a quarterly meeting held in the "London Apprentice" Inn, on the 8th day of October 1870, the following Resolutions were proposed and carried by two-thirds of the members signing their names:—
"That no Cattle Dealer or Grazier, that is, a person that buys Cattle to get profit thereby, shall be a Member of this Society."

RICHARD EDWARDS,
JAMES DOWNWARD, } Stewards.
GEORGE HUMPHREYS,

RICHARD THOMAS, Secretary.

I hereby certify that the foregoing alterations of the Rules of the "London Apprentice" Cow Club at Tybroughton, in the County of Flint, are in conformity with Law.

A. K. STEPHENSON,
Registrar of Friendly Societies in England,
28th December 1870.

Copy kept.

A. K. S.

LONDON APPRENTICE COW CLUB.

Name.....No.....
Club Nights Second Saturday in each month, viz.—

1894.				Cows.	Calves.
Entrance					
April					
July					
October					
1895.					
January					
April					

Stewards for the Year 1894-95.

JOSEPH DULSON, Hammer; RICHARD WATSON, Bronington, and THOMAS ROBERTS, Threapwood.
ROBERT WATSON, Secretary.

Every Member must bring or send his Card each payment, or pay One Penny for a new one.

LONDON APPRENTICE COW CLUB.

Annual Statement for the Year ending
December 31st, 1893.

RECEIPTS. £ s. d.	PAYMENTS. £ s. d.
Contributions - 96 6 4	Secretary's Salary - 2 0 0
Interest - 12 12 6	Journeys, Letters, and Stamps - 0 12 6
Carcasses and	Treasurer's Salary - 1 3 0
Hides - 2 6 10	Printing Cards - 0 8 6
	Advertising - 0 3 2
Donations:	Auditing Club Books - 0 10 0
The Right Hon.	Officer's journeys and burying Car-
Lord Kenyon 1 0 0	cases - 5 8 0
E. Behrens, Esq. 1 0 0	Expenses on Club nights - 3 7 2
	Caroline Hall's loss of one Calf - 3 10 0
	Henry Horton's loss of one cow - 10 10 0
	Samuel Crew's loss of one cow - 11 0 0
	William Bellis's loss of one cow - 11 0 0
	Charles Green's loss of one cow - 5 0 0
	Richard Watson's loss of one cow - 5 5 0
	To Bank - 48 8 6
£113 5 8	£113 5 8

Amount of Stock in Bank, 535*l.* 11*s.* 4*d.* Number of Cows in the Club, 386; Calves, 61.

SCHEDULE of COMPENSATION to TENANTS drawn up by the VALE of CLWYD CHAMBER of AGRICULTURE.

(Handed in by Mr. P. P. Pennant at Mold, 67th day; Question 58,262.)

AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883.

VALE of CLWYD CHAMBER of AGRICULTURE.

Draft Schedule of Compensation to Tenants approved at a General Meeting.

1. For one-third of the cost of linseed cake and meal, cotton cake and meal, rape cake, or malt culm, and one-sixth of the cost of corn cake, malt, or other manufactured feeding stuffs, of similar manurial value, which have been consumed on the farm during the last year of the tenancy; and for one-sixth of the cost of linseed cake and meal, cotton cake and meal, rape cake or malt culm, or other manufactured feeding stuffs of similar manurial value, which have been consumed on the farm during the year preceding the last year of the tenancy, and providing that the quantity allowed for shall not exceed the average of the two next preceding years.

For hay, straw, roots, and pulse purchased, one-fourth of the last year's consumption; and for corn purchased, one-sixth.

1A. When a tenant intends to consume corn grown upon his farm, and to claim compensation therefor, he shall give notice in writing to the landlord or his agent of his intention to do so; when the value of the corn to be consumed be then agreed upon and one-sixth of the said value allowed as compensation.

2. For the cost of dry bones used with green crops consumed on the farm as follows, viz.:-

"The whole cost (inclusive of railway or water carriage) if used during the last year of the tenancy and half the cost if used during the previous year.

"For two-thirds of the cost of artificial manures of approved manurial value used with green crops consumed on the farm during the last year of the tenancy, and for the cost of railway or water carriage of the same, provided that the amount allowed for bones and artificial manures shall not

exceed the average of the two next preceding years."

3. For the cost of lime used on the land of the farm including the cost of carriage, carting, and spreading the same, viz.:-

On a seven years' principle as to grazing land.

On a four years' principle as to land which has been mown, and

On a three years' principle as to arable land.

4. For the cost of bones used on pasture lands of the farm as follows, viz.:-

For raw bones on a seven years' principle.

For boiled bones on a five years' principle.

For dissolved bones on a three years' principle.

5. For two-thirds of the cost of purchased manures inclusive of cartage, applied to pasture lands on the farm during the last year of the tenancy, and for one-third of the cost of such manures the preceding year.

6. Nitrate of soda, sulphate of ammonia, and such like nitrogeous manures, are excepted from this schedule.

7. In default of any agreement or undertaking, or in the event of any other failure referred to in section 4 of this Act with regard to improvement under Part 2 of the First Schedule, the following allowances are, in the opinion of this Chamber fair and reasonable, viz.:-

For the cost of under-draining the farm as follows:-

When the landlord finds the tiles and the tenant the labour, on a fifteen years' principle; when the tenant finds both tiles and labour, on a 25 years' principle.

8. It is assumed throughout these clauses that all manure made on the farm is used on the farm.

COPIES of CORN LEASES in USE on the PLAS HEATON ESTATE.

(Handed in by Major R. F. Birch, at Denbigh, 71st day; Question 62,700.)

This INDENTURE made the twenty-fifth day of May one thousand eight hundred and seventy-one between John Richard Heaton of Plas Heaton in the county of Denbigh Esquire (hereinafter called the lessor) of the one part and William Story of Coppy in the parish of Henllan in the said county of Denbigh farmer (hereinafter called the lessee) of the other part

Witnesseth that in consideration of the rent and covenants to be paid and performed by the said lessee his executors and administrators He the said lessor doth hereby demise and to farm let unto the said lessee his executors and administrators All that messuage farm and lands called "Coppy" situate in the admeasurement one hundred and one acres two roods and thirty-nine perches be the same more or less now in the occupation of the said lessee together with the rights and appurtenances thereunto belonging including the right to raise stones in the quarry on the said farm for any erection on the demised premises or for lime for building or agricultural purposes thereon but not for sale or any other purpose (excepting and reserving out of this demise unto the lessor his heirs and assigns the existing roads and ways through the demised premises to other premises of the lessor and also all timber and timber-like trees with the right of entry for him and them and his and their servants and workmen for the purpose of cutting down and carrying away the same timber and timber-like trees and to do all such acts as may be necessary for cutting and carrying away the same making reasonable compensation for the surface damage and excepting and reserving unto the lessor his heirs and assigns all mines and minerals in or under the said demised premises with right of entry for the said lessor his heirs and assigns and his and their servants and workmen to search for dig raise and manufacture and carry away the same making compensation to the said lessee his executors administrators or licensed assigns for all surface damage thereby done

And reserving also unto the said lessor his heirs and assigns all game and rabbits upon the said farm with liberty for himself and themselves and his and their servants and friends to shoot and sport over the same) To hold the said hereditaments and premises as follows the land from the thirtieth day of November one thousand eight hundred and seventy-one and the dwelling-house out-buildings and booby pasture from the first day of May one thousand eight hundred and seventy-two for the term of thirty years yielding and paying therefor the yearly rent of one hundred and fifty-five pounds (variable as hereinafter provided) by equal half-yearly payments on the twenty-fifth day of March and the twenty-ninth day of September the first payment to be made on the twenty-fifth of March one thousand eight hundred and seventy-two clear of all rates taxes and impositions whatsoever (except property tax) And it is hereby declared and agreed that the said rent of one hundred and fifty-five pounds is based upon the calculation that the price or value of a quarter of wheat a quarter of barley and a quarter of oats is the sum of one hundred and fourteen shillings and that the lessor his heirs or assigns shall on or after the first day of January next and the first day of January in every succeeding year ascertain the average prices as published in the *London Gazette* of the said three grains for the fifty-two weeks of the year preceding the said first of January and in case the average prices of the said quantities of the said grains shall exceed one hundred and fourteen shillings by one or more shillings then and in that case the foregoing rent for the two next succeeding half-yearly payments shall advance one pound per cent. for every shilling that such average prices shall exceed the sum of one hundred and fourteen shillings And in case the said average prices of the said quantities of grain shall be under one hundred and fourteen shillings by one or more shillings then and in that case the foregoing rent for the two next succeeding half-yearly payments shall be reduced one pound per cent.

for every shilling that such average prices shall be under one hundred and fourteen shillings. And it is agreed that the production of the *London Gazette* or a certificate from the office of the Board of Trade (at the option of the lessor his heirs or assigns) shall be conclusive evidence of the average price of the said grains for any year. And the said lessee doth hereby himself his heirs executors and administrators covenant with the said lessor his heirs and assigns in manner following that is to say that he the said lessee his executors administrators and licensed assigns shall and will pay the said rent at the days and estimated as aforesaid. And also will pay all rates taxes duties and assessments whatsoever charged on the said demised premises (except the landlord's property tax). And also the tithe rent charge. And also will during this demise at his and their cost and charges maintain and keep and at the end or other sooner determination of the said term yield up the dwelling-house, buildings and all roofs windows and walls belonging to the said premises. And all gates gateposts rails stiles hedges ditches ponds fences and watercourses in good tenantable repair being allowed slates and timber in the rough for such repair (to be hauled at the expense of the lessee his executors administrators or assigns). And also will during the continuance of this demise farm manage and cultivate the said demised premises in a good husbandlike manner according to the most improved system of husbandry pursued in the neighbourhood. And will keep the tillage land of the said premises in a due course of husbandry. And will not under any circumstances take more than two white crops in succession out of any land. And will spread and bestow in a proper manner on the said demised premises all the muck and manure arising or which shall be made from the crops grown thereon or from any hay straw or fodder which shall be brought thereon except that the lessee his executors administrators and licensed assigns shall be at liberty to take a sufficient quantity of muck or manure off the demised premises to be used on any other lands occupied by the lessee his executors administrators or licensed assigns provided the crops grown on such lands are brought to and consumed upon the demised premises and will not remove from off the premises any hay straw turnips or other green crop grown on the said premises or brought thereon unless for and in return for the hay straw turnips or other green crop so taken an equivalent in good rotten or artificial manure shall be brought used and spread in and upon the said demised premises where the same may be most needful. And will leave at the end or sooner determination of the said term what hay straw turnips or other green crop fodder muck manure and compost shall remain unused there and whether grown or made on the premises or otherwise for the use of the lessor his heirs or assigns without compensation. And will not push plough or burn up any part of the said demised premises without the consent in writing of the said lessor his heirs or assigns. And will not plough or break up any meadow or land which at the date hereof shall have been laid down in grass for a period of five years or more without the consent in writing of the lessor his heirs or assigns or his or their agents. And will in addition to the rent aforesaid pay the further sum of five pounds for every cartload and ten pounds for every waggon load of hay straw turnips or other green crop fodder muck or manure and compost which shall be removed from off the said premises contrary to the aforesaid covenant and the sum of five pounds for every acre and so in proportion for every less quantity that shall be pushed ploughed or burnt without such consent as aforesaid and the sum of twenty pounds for every acre and so in proportion for every less quantity than an acre of meadow or grass land which shall be ploughed or so broken up without such written consent as aforesaid such additional sums to be recoverable as rent in arrear. And will not during the last three years of the said term take two white crops in succession from off any part of the demised premises without the consent in writing of the lessor his heirs or assigns. And will during the said period of three years have yearly one half of the said land in permanent pasture and grass or clover and the other half thereof in green crops and grain. And will at the expiration of the said term leave (including the permanent pasture) not less than one half of the demised premises sown with good grass and clover seeds the same being first laid down in clean and proper order and thoroughly manured. And will not suffer any horses cattle or

sheep to graze or trespass upon any lands so sown and laid down during the last year of the said term so as to damage or injure such seeds or the produce thereof. And will not cut top or lop any timber tree or sapling growing on the said demised premises and will not without the consent in writing of the said lessor his heirs or assigns assign demise or set over the said demised premises or any part thereof or permit the same to be taken in execution on any process. And will in case he or they shall be required by the landlord or succeeding tenant find and provide for the landlord or succeeding tenant sufficient stable accommodation from the thirteenth day of November to the first day of May in the last year of the said term. And that it shall be lawful for the said lessor his heirs or assigns or his or their agent or bailiff during the said term at all reasonable times either with or without surveyors or others to enter upon the said demised premises for the purpose of viewing the repairs and the state of cultivation of the said premises and if such premises shall be found out of repair or any mismanagement shall appear in the cultivation thereof the said lessee his executors administrators or licensed assigns shall and will immediately upon receiving notice thereof in writing from the lessor his heirs or assigns or his or their agent cause such repairs to be made and such mismanagement corrected and discontinued accordingly. And the said lessor doth hereby for himself his heirs executors and administrators covenant with the said lessee his executors administrators and licensed assigns that in case he or they shall at any time during the said term with the authority in writing of the said lessor his heir or assigns make any additions to the existing house and farm buildings or erect any buildings for farm purposes on the demised premises he the said lessor his heirs executors or administrators will at the expiration of the said term and provided the same lessee his executors administrators and licensed assigns shall have duly paid and performed the rents and covenants aforesaid pay unto the said lessee his executors administrators or licensed assigns the then value of such buildings. And further what he the said lessor his heirs or assigns will pay or allow to the said lessee his executors administrators or licensed assigns the cost price of the clover and grass seeds sown during the last year of the said term as aforesaid provided such cost is properly vouched and provided the lands where the same are sown are laid down in clean and proper order and are thoroughly manured as aforesaid and provided no cattle horses sheep or other animals have grazed thereon so as to damage or injure the same or the produce thereof. And that subject to the rent and covenants on the part of the said lessee his heirs executors and administrators to be paid and performed the said lessee his executors administrators and licensed assigns shall hold the same demised premises during the said term without any eviction or disturbance by the said lessor his heirs or assigns or any other person or persons whomsoever rightly claiming under him or them or under any predecessor in title of the said lessor. Provided always that if the said yearly rent or any part thereof shall be unpaid for the space of twenty-one days next after one of the said days of payment and shall not be paid when demanded in writing at any time after the said twenty-one days or if default shall be made in performance or observance of any of the covenants herein contained on the part of the lessee his executors or administrators then it shall be lawful for the said lessor his heirs or assigns to enter into and upon the said demised premises or any part thereof in the name of the whole and thenceforth to have again and repossess and enjoy as in his and their former estate and the said lessee his executors administrators and assigns and all other occupiers thereof to expel and remove. And thereupon the term hereby created shall immediately thereupon absolutely cease and determine. Provided lastly that if and whenever any dispute or question shall arise between the lessor his heirs or assigns and the lessee his executors administrators or licensed assigns touching these presents or anything therein contained or the construction hereof or the rights duties or liabilities of either party in connection with the premises or the price or valuation before referred to the matter shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all other respects conform to the provisions in that behalf contained in "The Common Law Procedure Act 1854" or any then subsisting statutory modification thereof.

In witness whereof the said parties to these presents have hereto set their hands and seal the day and year first before written.

(L.S.) (Signed) WILLIAM STORY.

Signed sealed and delivered by the before-named William Story in the presence of—

(Signed) JOHN ROBERTS,
4, Vale Street, Denbigh.
Draper.

This INDENTURE made the sixteenth day of November one thousand eight hundred and eighty-one between John Richard Heaton of Plas Heaton in the county of Denbigh Esquire (hereinafter called the lessor) of the first part William Williams of Meusydd Brwyn in the parish of Henllan in the county of Denbigh farmer (hereinafter called the lessee) of the second part and Robert Williams of Mount Pleasant, Dyserth in the county of Flint, farmer (hereinafter called the surety) of the third part

Witnesseth that in consideration of the rent reserved and covenants contained on the part of the lessee and surety The lessor doth hereby demise unto the lessee his executors administrators and permitted assigns All that messuage or dwelling-house farm lands and premises with the appurtenances called Caedrain situate in the parish of Henllan in the county of Denbigh containing by admeasurement one hundred and fifty-four acres three roods and nine perches statute measure be the same more or less and now in the occupation of the lessor Together with the right to take water from the well in Caeffynnon belonging to Plas Chambres Farm (excepting unto the lessor his heirs and assigns all mines and minerals timber and timber-like trees with right of entry for him and them and his and their servants for the purpose of searching for digging winning cutting and carrying away the same making reasonable compensation for all surface trespass and reserving also to the lessor his heirs and assigns the exclusive right to all feathered game with liberty for himself and others by his and their authority to shoot and sport over the same premises and reserving to the lessor his heirs and assigns and his and their tenants the right conjointly with the lessee his executors administrators and permitted assigns to use the quarry and kilns the lessee his executors administrators and permitted assigns only using the same for Caedrain Farm and for the highways in reduction of rates To hold the said hereditaments and premises the lands from the thirtieth day of November one thousand eight hundred and eighty-one and the house buildings garden and boozy pasture from the first day of May one thousand eight hundred and eighty-two for the term of twenty years Yielding and paying therefor during the first five years of the said term the yearly fixed rent of one hundred and sixty pounds and during the residue of the said term the yearly rent of one hundred and sixty pounds (variable as hereinafter provided) such rent to be respectively payable by two equal half-yearly payments on the twenty-fifth day of March and the twenty-ninth day of September the first payment to be due on the twenty-fifth day of March one thousand eight hundred and eighty-two clear of all rates taxes and impositions whatsoever (except landlord's property tax) and it is hereby declared and agreed that the said last-mentioned rent is based upon the calculation that the price or value of a quarter of wheat a quarter of barley and a quarter of oats is the sum of one hundred shillings and that the lessor his heirs or assigns shall on or after the first day of January in every year after the expiration of the first five years ascertain the average prices as published in the *London Gazette* of the said three grains for the fifty-two weeks of the year preceding the said first day of January and in case the average prices of the said quantities of the said grain shall exceed one hundred shillings by one or more shillings then the said last-mentioned rent for the two next succeeding half-yearly payments shall advance one pound per cent. for every shilling that such average prices shall have exceeded the sum of one hundred shillings and in case the said average prices of the said quantities of grain shall be under one hundred shillings by one or more shillings then the said last-mentioned rent for the two next succeeding half-yearly payments shall be reduced one pound per cent. for every shilling that such average prices shall be under one hundred shillings And it is hereby agreed that the production of the *London Gazette* or a certificate from the office of the Board of Trade at the option of the lessor his heirs or assigns shall be conclusive evidence of the average prices of the

said grains for any year And the lessee and surety do and each of them doth for himself his heirs executors and administrators covenant with the lessor his heirs and assigns in manner following that is to say that the lessee his executors administrators or permitted assigns will pay the said several yearly rents on the days and in manner aforesaid and will also pay all rates taxes tithe rentcharges and assessments (except landlord's property tax) charged on the demised premises that he and they will during this demise keep in good order and tenantable repair the interior of the house and other buildings and the glass in the windows thereof and all walls hedges rails gates and fences and stoned and other roads and open scour and cleanse all ditches water courses and drains and so leave the same at the end or other determination of the said term That he and they will haul without charge all materials for repairs or improvements done by the lessor his heirs or assigns That he and they will not assign underlet or part with the possession of the premises without the written consent of the landlord That he and they will not cause or permit any timber or other trees to be lopped or topped or any tree or pollard to be cut down or injured without such written consent as aforesaid That he will not any time pare off the turf from any old meadow or grass land nor break up or convert the same into tillage or garden ground without such written consent as aforesaid That the lessor his heirs or assigns or incoming tenant shall have the use of stable room from the thirteenth day of November in the last year of the said term for two horses free of charge That he the lessee his executors administrators or permitted assigns will duly and regularly lay out and spread upon the land all dung compost and manure from time to time made or brought upon the said farm That he and they will in case of removal of any hay straw or green crops from off the farm forthwith bring and properly use thereon an equivalent in value of farm yard or artificial manure And will at the end or other sooner determination of the said term leave for the benefit of the lessor his heirs or assigns or incoming tenant without compensation all straw green crops fodder dung compost or manure as shall remain unconsumed or unspread That he will stock manage till cultivate and farm the said premises in good clean and husbandlike manner according to the best and most approved mode of husbandry in the neighbourhood and will keep and leave the same in good heart and condition And the lessor doth hereby for himself his heirs executors and administrators covenant with the lessee his executors administrators and permitted assigns that he the lessor his heirs or assigns will keep in good and tenantable repair the main walls main timber floors the slated roofs of the house and out-buildings and will find timber in the rough for all new gates and doors required upon the farm and that subject to the rents and covenants on the lessee and surety to be paid and performed the lessee his executors administrators or permitted assigns shall hold the demised premises during the said term without any eviction or disturbance by the lessor his heirs or assigns or any person or persons whomsoever rightfully claiming under him or them Provided always that if and whenever there shall be a breach of any of the covenants by the lessee and surety hereinbefore contained or if and whenever the lessee his executors administrators or permitted assigns shall become bankrupt or shall file a petition or petitions for liquidation of his or their affairs by arrangement or composition with his or their creditors or shall make any assignment of his or their estate and effects for the benefit of his or their creditors or shall suffer his or their goods to be seized in execution the lessor his heirs or assigns may if he or they shall deem it necessary re-enter the demised premises and thereupon the said term shall absolutely determine Provided lastly and it is hereby agreed and declared that the Act of Parliament intitled "An Act to amend the law relating to Agricultural Holdings in England" shall not apply to the contract of tenancy provided hereby or any part thereof except such parts thereof as apply to arbitration. In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

(L.S.) (Signed) WILLIAM WILLIAMS.
(L.S.) " ROBERT WILLIAMS.

Signed sealed and delivered by the said William Williams and Robert Williams in the presence of—

(Signed) WILLIAM PARRY
Clerk to Messrs. Gold Edwards and Weston
Solicitors Denbigh.

UWCH GORFAI ENCROACHMENTS.

STATEMENT of RENTS paid to the CROWN, by certain ENCROACHERS, and the amount the PROPERTY is sublet at, in the Parishes of LLANWMDA, and LLANDWROG, Hundred of UWCHGORFAI.

Forwarded by Mr. J. M. Duncan to supplement evidence given at Denbigh, 71st day.

(See Question 63,479.)

Numbers on Plan.	Name of Tenant.	Name of Occupier.	Quantities.	Crown Encroachment Rental.	Rent paid by Occupier.
	BRYNBUGELLAD.		A. R. P.	£ s. d.	£ s. d.
300 & 301	John Owen Morris - Menai Terrace, Carnarvon.	John Roberts -	4 1 10	4 11 4	12 0 0
	TYDDYN SAIS.				
341, 342	Mrs. Anne Jones, Widow Ty Cerrig, Bwlchyllyn, Groeslon, Carnarvon.	Joseph Axon Garreg- fawr, R ^d . Davies Williams, Catherine Jones.	3 3 33	8 11 0	13 10 0
353		Griffith Ellis Edwards -	6 0 27	—	8 0 0
	TY EIDDAW.		Quantity reduced by tipping from Quarry.		
340	Repres. of the late John R. Griffith Downdeg, Llanfrothen, Merioneth.	Anne Jones -	2 2 23	3 10 0	9 0 0
	TAN Y FFERAM.				
378	J. W. Hughes' repres. - Subtenants :— Griffith & John Williams. Caerodyn, Rhostryfan, Carnarvon.	Hugh Price Jones -	4 0 33	1 5 6	12 0 0
	FERIDD LWYD.				
337	William Jones - Pisgah, Carmel, Groeslon, Car- narvon.	John Williams -	2 0 0	5 0 0	8 10 0
	MAESGWYN.				
324	Griffith Williams - Myfyrbach, Sarn Meilldeyrn, Pwllheli.	Sarah Hughes -	4 0 31	0 17 0	12 0 0
	BRYN DERWEN.				
350	John Roberts - Tan y maen, Bwlchyllyn.	William Jones -	4 0 32	4 13 7	10 0 0
	PEN Y CAE.				
370 372a	Thom. Elias Jones - Draper, Talysarn, Carnarvon	Robert Hughes (with part of 372a).	3 1 25 3 0 27	4 2 6 0 15 10	} 8 0 0
	BRAICH.				
372	J. W. Hughes' repres. - Sub-tenant :—	John Williams (with part of 372a).	4 1 11	1 12 6	13 10 0
373 ^{pt} 374	Thos. Lloyd Jones, deced. Agent, Lewis Williams. Tudno House, Pen y groes.				
	TAN Y GARNEDD.				
291	William Griffith - Tan y foel, Moeltryfan Mount Upper Llandwrog.	William Hughes -	0 0 0		4 0 0
	BRYN GOLEN.				
268 268a 388a	John Thomas - Cair Sais, Rhostryfan, Carnarvon.	Humphrey Jones -	2 1 13	2 13 8	8 10 0
	TAN Y FFORDD, RHOSTRYFAN.				
191	John Thomas - Pen Cennant, Rhostryfan.	Thomas Humphreys & Jane Jones. "2 Cottages & Gardens."	0 1 3	2 0 0	9 10 0
	BRYNFFYNON WEN.				
76	William Williams - Caer hengan, Pen y groes. Trustee to David Humphrey Jones.	Samuel Roberts - "Cottage and gardens."	0 1 34	1 0 0	5 5 0
			45 2 22	42 17 11	133 15 0

UWCHGORFAI, COUNTY CARNARVON.

COPIES OF COURT ROLLS, 1891-4.

Forwarded by Mr. W. H. MORE, Steward.

(See evidence at Denbigh, 71st day. Questions 63,491-2.)

The Court Baron and Court Leet and View of Frankpledge of the Queen's Most Excellent Majesty Lady of the said Lordship and Manor held at the dwelling-house of Owen Jones called the Mount Pleasant Inn in the parish of Llanwnda within the said Lordship and Manor on the fifteenth day of September 1891.

W. H. MORE,
Steward.

The following Free Tenants of the said Lordship and Manor were empanelled and sworn to act as Jurors viz. :-

WILLIAM ELLIS WILLIAMS, Meillionydd, Foreman.
HUGH HUGHES, Werddlasddu.
WILLIAM OWEN, Coed Brain.
EVAN WILLIAMS, Tyddyndafydd.
DAVID JONES, Penffridd.
WILLIAM WILLIAMS, Genfron.
JOHN ROBERTS, Rhostryfan.
GRIFFITH WILLIAMS, Caerodyn.
ROBERT WILLIAMS, Voel Quarry.
HUGH M. JONES, Carmel.
RICHARD HUGHES, Penycæ.
OWEN JONES, Mount Pleasant, Llanwnda.

The following Free Tenants of the said Lordship and Manor were sworn to act as assessors viz. :-

ROBERT WILLIAMS, Voel Quarry.
HUGH M. JONES, Carmel.

The Steward appointed the following person to be Bailiff and Beadle:

WILLIAM HUGHES, Penycæ, Llanwnda.

We the Jurors present Anne Hughes of Minafon Rhostryfan in the Parish of Llanwnda as representative of John Hughes for enclosing about 877 square yards of Her Majesty's waste at Rhosgadfan in the parish of Llanwnda adjoining Penbryn Farm and we amerce her in the sum of Two shillings as witness our hands in Court at Llanwnda aforesaid this fifteenth day of September one thousand eight hundred ninety one.

W. E. WILLIAMS, Foreman.
HUGH HUGHES.
WILLIAM OWEN.
EVAN WILLIAMS.
WILLIAM WILLIAMS.
D. JONES.
JOHN ROBERTS.
GRIFFITH WILLIAMS.
ROBERT WILLIAMS.
H. M. JONES.
RICHARD HUGHES.
OWEN JONES.

We affirm and affirm the foregoing amercement as witness our hands in Court this fifteenth day of September one thousand eight hundred and ninety one.

ROBERT WILLIAMS.
H. M. JONES.

15th Sept. 1891.

W. H. MORE,
Steward.

The Court Baron and Court Leet and view of Frankpledge of the Queen's Most Excellent Majesty Lady of the said Lordship and Manor held at the dwelling-house of Owen Jones called the Mount Pleasant Inn in the parish of Llanwnda within the said Lordship and Manor on the fifth day of September 1892.

Before me
W. H. MORE,
Steward.

The following free tenants of the said Lordship and Manor were empanelled and sworn to act as Jurors viz. :-

WILLIAM WILLIAMS, Cilgwyn, Foreman.
ROBERT ROBERTS, Cefn.
HUGH M. JONES, Carmel.

WILLIAM ELLIS, Penfforddalen.
DAVID JONES, Penffridd.
GRIFFITH WILLIAMS, Caerodyn.
ROBERT WILLIAMS, Voel.
EVAN WILLIAMS, Tyddyndafydd.
WM. WILLIAMS, Genfron.
JOHN ROBERTS, Rhostryfan.
WILLIAM OWEN, Coedbrain.
HUGH HUGHES, Werddlasddu.

The following free tenants of the said Lordship and Manor were sworn to act as assessors viz. :-

HUGH M. JONES.
ROBERT WILLIAMS.

The Steward appointed the following person to be Bailiff and Beadle viz. :-

WILLIAM HUGHES, Penycæ, Llanwnda.

We the Jurors present John Owen Hughes of Garregwen Rhostryfan in the parish of Llanwnda for enclosing about seven perches of Common at Garregwen aforesaid and we amerce him in the sum of one shilling.

As witness our hands in Court at Llanwnda aforesaid the fifth day of September 1892.

WM. E. WILLIAMS.
ROBERT ROBERTS.
HUGH M. JONES.
WM. ELLIS.
DAVID JONES.
GRIFFITH WILLIAMS.
ROBERT PARRY WILLIAMS.
EVAN WILLIAMS.
WILLIAM WILLIAMS.
JOHN ROBERTS.
WM. OWEN.
HUGH HUGHES

We affirm and affirm the foregoing amercement—as witness our hands in Court at Llanwnda aforesaid the fifth day of September 1892.

HUGH M. JONES.
ROBERT PARRY WILLIAMS.

W. H. MORE,
Steward.

The Court Baron and Court Leet and View of Frankpledge of the Queen's Most Excellent Majesty Lady of the said Lordship and Manor held at the dwelling-house of Owen Jones called the Mount Pleasant Inn in the parish of Llanwnda within the said Lordship and Manor on the fourth day of September 1893.

Before me
W. H. MORE,
Steward.

The following free tenants of the said Lordship and Manor were empanelled and sworn to act as Jurors viz. :-

WILLIAM E. WILLIAMS, Meiliowydd.
WILLIAM ELLIS, Penffordd Elen Board School.
DAVID JONES, Caean Uchaf.
EVAN WILLIAMS, Groeslon.
WILLIAM WILLIAMS, Genfron.
JOHN ROBERTS, Bronhenfryd.
GRIFFITH WILLIAMS, Caerodyn.
OWEN JOHN ROBERTS, Bodfeurig.
HUGH M. JONES, Glasfryn Terrace, Talsarn.
ROBERT PARRY WILLIAMS, Cae Goronwy.
GRIFFITH JONES, Bryngwyrfa.
ROBERT ROBERTS, Cefn.

The following free tenants of the said Lordship and Manor were sworn to act as assessors viz. :-

HUGH M. JONES.
ROBERT PARRY WILLIAMS.

The Steward appointed the following person to be Bailiff and Beadle viz^t.

WILLIAM HUGHES, Penycæ, Llanwnda.

We the Jurors present Robert Owen of Brynllwon Carmel for enclosing about 5 yards by 2½ yards of land for a pigstye on common by Minfordd Terrace Carmel and we amerce him in the sum of sixpence.

Griffith Lloyd Pischah Terrace Carmel for enclosing about 7 yards by five yards of land for a garden in front of his house, and we amerce him in the sum of one shilling.

John Roberts Humphreys Henforyd Llanwnda for enclosing 378 square yards of land adjoining his farm and we amerce him in the sum of one shilling.

As witness our hands in Court at Llanwnda aforesaid the fourth day of September 1893.

WM. E. WILLIAMS, Foreman.

WILLIAM ELLIS.

DAVID JONES.

EVAN WILLIAMS.

WILLIAM WILLIAMS.

JOHN ROBERTS.

GRIFFITH WILLIAMS.

OWEN JOHN ROBERTS.

HUGH M. JONES.

ROBERT PARRY WILLIAMS.

GRIFFITH JONES.

ROBT. ROBERTS.

We affirm and affirm the foregoing amercements. As witness our hands in Court at Llanwnda aforesaid the fourth day of September 1893.

HUGH M. JONES.

ROBERT PARRY WILLIAMS.

W. H. MORE,
Steward.

Lordship and Manor of } The Court Baron and Court Leet
Isgorfa and Uwchgors } and View of Frankpledge of the
in the County of } Queens Most Excellent Majesty
Carmarvon. } Lady of the said Lordship and

Manor held at the dwelling-house of Owen Jones called the Mount Pleasant Inn in the parish of Llanwnda within the said Lordship and Manor on the third day of September 1894.

Before me
W. H. MORE,
Steward.

The following free tenants of the said Lordship and Manor were empanelled and sworn to act as Jurors viz^t:-

WILLIAM WILLIAMS, Mellionydd.

OWEN JOHN ROBERTS, Bodfeurig.

HUGH M. JONES, Talsarn.

ROBERT PARRY WILLIAMS, Moeltryfan.

DAVID JONES, Caeau Ucha.

JOHN ROBERTS, Rhostryfan.

GRIFFITH WILLIAMS, Caerhodyn.

GRIFFITH JONES, Bryngwyrfa.

ROBERT ROBERTS, Cefn.

EVAN WILLIAMS, Tyddynidafydd.

WILLIAM WILLIAMS, Genfron.

WILLIAM OWEN, Coedrain.

The following free tenants of the said Lordship and Manor were sworn to act as assessors:-

HUGH M. JONES, Talsarn.

ROBERT PARRY WILLIAMS, Moeltryfan.

The Steward appointed the following person to be Bailiff and Beadle viz^t:-

WILLIAM HUGHES late of Penycæ Llanwnda now residing at 9 Queens Road Criccieth.

We the Jurors present John Williams Glyn Cadfan Rhosgodfan Llanwnda for enclosing about 72 square yards adjoining Glyn Cadfan and we amerce him in the sum of sixpence.

As witness our hands in Court at Llanwnda aforesaid the 3rd day of September 1894.

WILLIAM WILLIAMS, Foreman.

OWEN JOHN ROBERTS.

ROBERT ROBERTS.

GRIFFITH WILLIAMS.

HUGH M. JONES.

JOHN ROBERTS.

WILLIAM WILLIAMS.

ROBERT PARRY WILLIAMS.

WM. OWEN.

DAVID JONES.

GRIFFITH JONES.

EVAN WILLIAMS.

We affirm and affirm the foregoing amercement. As witness our hands in Court at Llanwnda aforesaid the 3rd day of September 1894.

ROBERT PARRY WILLIAMS.

HUGH M. JONES.

W. H. MORE,
Steward.

FORMS OF SUMMONS &c. to MANORIAL COURTS.

Lordship or Manor of } To the Chief and Petty
in the County of } Beadles of the said Lordship or
of them. } Manor and to each and every

These are to will and require you to summon and give notice to the several and respective freeholders, copyholders and tenants of the said Manor of to make their personal appearance at Her Majesty's Court Leet Court Baron and view of Frank-pledge to be holden at the dwelling-house of Mr. known by the sign of the situate in the of within the said Lordship or Manor on the day of 189 at the hour of o'clock in the noon of the same day then and there to do their respective suits and services and pay their respective mortuaries heriots and rents due to the Lady of the said Manor And these are further to will and require you to give Notice to all other persons that may be concerned to make their appearance at the same time and place and for your so doing this shall be your sufficient warrant.

Given under my Hand and Seal this day of One thousand eight hundred and ninety

To Steward.

County of } Notice is hereby given that the
Lordship or Manor of } Court Baron Court Leet and view
of them. } of Frank-pledge of Her present
Majesty Queen Victoria Lady of the said Lordship or
Manor of in the county of
will be holden on the day
of 189 at the dwelling-house of
Innkeeper known by the name of
situate in the of and
within the said Lordship or Manor at the hour of
o'clock in the noon of the same day.

W. H. MORE,
Steward.

Dated the day of 189.

To

In pursuance of a precept issued to me by Her Majesty's Stewards for the of I hereby summon you to serve on the Jury for the Court Leet and View of Frank-pledge for the said and require your attendance at the house of at o'clock in the noon of

Bailiff.

DOCUMENTS HANDED in by Mr. THOMAS GEE at DENBIGH, 72nd day. See Question 64,399.

September 3rd, 1894.

DEAR SIR,

Denbigh,

September 1st, 1894.

ON the accompanying sheet you will find a number of questions which I shall feel obliged by your answering. And if you will kindly send it to me by return of post I shall be glad as I want it to enable me to make a statement before the Land Commissioners.

If you are going to give evidence yourself it is not necessary for you to return it. But if not, please do so and oblige. You can answer either in English or in Welsh.

I hope you will not fail to do this, as I am anxious to make as reliable a statement as I can. If you object to your name being made known I will not do so.

I am, Sir, yours faithfully,

THOMAS GEE.

1. Please give the name of your farm and the name of the parish also?
2. How many acres does it contain?
3. What is the present rent of the farm?
4. Have you had any reduction in the rent during the last ten or fifteen years? If so, how much has the rent been reduced?
5. Have any discounts been allowed during the last years? If so, how much, and when?
6. Have you lost money in your farm during the last five or ten years? If so, how much? Give the most correct amount you can?
7. Have any of your children assisted you with the work of the farm during the last five or ten years? If so, how many, and what are their ages at present?
8. Have you paid them wages for their services?

REPLIES received from FARMERS as to their POSITION and their CHILDREN, &c., &c.

No. of Return.	Size of Farm.	Present Rent.	Have you had any Reduction? If so, how much?	Have any Discounts been allowed during the last Years? If so, how much, and when?	Have you lost Money in your Farm during the last 5 or 10 Years? If so, how much? Give the most correct Account you can. (No Interest upon Capital charged.)	Have any of your Children assisted you during the last 5 or 10 Years? If so, how many? and give their Ages.	Have you paid them Wages for their Services.
1	Acres. 70 to 90	140l. to 160l.	No -	10 per cent. for 2 years -	100l. last year and 40l. previous year.	3; ages 20, 23, 27.	No.
2	130 to 150	200l. to 230l.	Yes, 30l.	10 per cent. several years -	Yes; but have kept no reliable account.	3; ages 21, 23, 24.	No; only food and clothing, and they are worse clothed than many servants.
3	240 to 260	420l. to 460l.	No -	10 per cent. last year only -	About 150l. annually for 5 years.	1; 26 -	No.
4	50 to 60	45l. to 60l.	No -	No -	80l. the last 3 years -	No children.	---
5	45 to 60	60l. to 70l.	No -	10 per cent. the last 6 years -	150l. in 10 years -	No children.	---
6	35 to 40	55l. to 65l.	No -	5 to 15 per cent. in 8 years -	Yes; does not give particulars -	2; ages 22 and 24.	No.
7	160 to 180	220l. to 240l.	No -	10 to 15 per cent. -	Yes; many hundreds -	No children.	---
8	80 to 100	135l. to 150l.	No -	10 per cent., 2 years -	20l. per annum for last 4 years -	No children.	---
9	About 30	45l. to 55l.	No -	Do. do. -	Last year about 25l., and former years also.	No children.	---
10	125 to 140	70l. to 80l.	Yes, about 8l.	10 to 15 per cent. -	Lost money, but no account kept.	3; ages 16, 18, 21.	Try to get food and clothing for them, and that is all.
11	110 to 125	170l. to 180l.	No -	No discount -	Lost 150l. last 3 years -	No children.	---
12	40 to 50	70l. to 80l.	No -	No -	40l. last year -	No children.	---
13	100 to 120	55l. to 65l.	Yes, 10l.	10 per cent. for several years.	No -	No children.	---
14	65 to 75	85l. to 95l.	No -	5 and 10 per cent. several times.	Lost 34l. in 1892 and 52l. in 1893	No children.	---
15	90 to 100	60l. to 70l.	No; but rent was raised about 10l. four years ago.	10 per cent. one year, none last year.	Yes, but kept no account -	Children too young.	Too young.
16	90 to 100	120l. to 130l.	No -	10 per cent. one year and 5 per cent. another.	100l. last year -	No children.	---
17	50 to 60	70l. to 80l.	13l.	10 per cent. -	Lost 50l. per annum on an average.	No children.	---
18	110 to 120	About 200l. and the tithes, 7s. per acre.	No -	10 per cent. for several years.	100l. last year and lost in former years also.	6; aged 18 to 29, and they work like slaves.	No; not clothed as they should be, and their shoes were worse than their clothes.
19	35 to 40	25l. to 30l.	No -	10 per cent. and 15 per cent. one year and 20 per cent. one year.	Able to live and that is all -	No children.	---
20	150 to 170	200l. to 210l.	35l. to 40l.	5 per cent. to 15 per cent.	Lost 140l. one year, but through the kindness of my landlord my circumstances are much what they were 20 years ago.	3; ages 30, 32, 34.	No; food and clothing, and a promise that they will not be forgotten when he leaves them.
21	105 to 115	160l. to 180l.	19l.	10 per cent. and 5 per cent. last.	About 50l. annually for the last 4 years.	No children.	---
22	220 to 240	310l. to 320l.	Yes; but does not give much. Rent raised 12l.	10 per cent. and 5 per cent. last.	No -	Children too young.	Too young.
23	100 to 110	110l. to 120l.	No -	No -	No -	5 children; 25 to 40.	No; food and clothing only.
24	95 to 105	115l. to 125l.	No -	5, 10, and 15 per cent. -	No -	No children.	---
25	125 to 135	55l. to 65l.	30l.	10 per cent. -	No -	Children too young.	Too young.
26	120 to 130	45l. to 55l.	No -	Landlord pays tithes. No	Lost money the last 5 years -	7 children; could not remain without them.	Food and clothing only, and worse clothed than labourers' children.
27	130 to 140	150l. to 160l.	Rent raised above 15l.	10 per cent. one half-year only.	Lost 250l. -	3; youngest above 20.	Food and clothing only.
28	180 to 200	80l. to 90l.	No -	10 per cent. and 15 per cent. last year.	Have kept no account, but am certain I lost money since prices have declined.	2; ages 34 and 36.	No.
29	78	175l. and 22l. tithe.	No; and left the farm as the landlord would not reduce.	The new tenant had a reduction of 54l. 10s.	Lost 100l. a year -	3 children who assist.	No.
30	About 300	Does not give rent.	No reduction.	10 per cent. -	Lost 100l. a year -	3 children who assist.	No.

(Supplied by Mr. W. Forrester Addie, to supplement his evidence given at Welshpool, 74th day, see Question 66, 418.)

Supplied at the various Market Prices.

* Timber Hauling—Charged for after the rate of 7/6 per day, horse and man. † Other Estate Work—5/- per day, horse and man.

MOWDEWY COMPOSCISION.

DEED.

VERA COPIA.

Also the Custome of the Mannor.

(See Evidence of Mr. Thomas Davies (Tecwyn) given at Dinas Mawddwy, 77th Day. Qu. 69, 644.)

A.D. 1598.—ARTICLES OF AGREEMENT indented concluded & agreed upon at Shrewsbury in the County of Salop the eleventh day of September in the fourtieth year of the reign of our Sovereign Lady Elizabeth by the Grace of God of England France and Ireland Queen Defender of the Faith & in the presence of the Right Worshipfull Thomas Owen one of the Queens Maties Justices of Her Maties Court of Comon Pleas at Westminster William Leighton Esqr the Queens Chief Justice of North Wales and Henry Townshend Esqr one of Her Highness' Justices of Chester. Between Richard Mytton Esquire Lord of the Manor & Lordship of Mowthwey in the County of Merioneth on the one pte and John Owen Vaughan Esquire John Lewis Owen Esquire Mathew Herbert Esquire Ievan Lloyd ap David Esquire Harry ap Ievan Lloyd Esquire Rowland Pughe of Mathavarne Gen Griffith ap Richard ap Hughes of Rhos y Garregegen ap John ap Hughe gen Francis ap John ap Hugh gen Edward Pryce Gen John ap Reetherth ap Thomas gen Hugh ap Rethorth ap Thomas Evan Tudor Owen Harry ap Richard ap Hugh Griffith Lloyd ap David Gen David Lloyd ap David John Lloyd then Richard Lloyd Gen John David Vaughan Edward W.—— David Vaughan Morgan ap John Thomas Thomas ap Ievan ap then John ap Howell Gough Ollin ap Ievan David Owen ap David ap Howell ap Mddh Ollin ap Thomas ap David ap Howell ap Mddh Hugh ap Robert ap Ichell Rees ap Ievan ap Griffith ap Jevan Thomas ap Hugh ap William Moris ap Ievan ap David ap Griffith Hugh ap David ap John ap Griffith ap David Moris ap John ap Retherikhe John ap David ap Griffith John ap Ievan Griffith Symon Phillip John ap Ievan ap Reece Wynn Ievan ap John ap Owen Ievan David

Lloyd Richard Lewis Morgan ap Robert John David Vaughan Rice ap John Howell Ritcheich ap Ievan ap Gytyn David ap John then ap Rees Thomas Lewis ap David ap William ap Robert William ap Rees David ap Howell Morris Owen William ap Ievan Teg Ievan David ap Howell, Edward ap Jeny Rice ap Thomas William ap David ap Gwillim Ollin ap Rees ap Moris David ap Ievan ap Mozib John ap Jeny ap Moris Robert Mytton Rees Griffith David ap Rees ap Owen David ap Ievan ap Rees ap Owen Ievan ap Moris Ievan ap Gytton Ievan ap Howell ap Griffith ap Howell ap Reignolds John David ap John ap Moris John ap Owen ap then ap Ievan David ap Jeny ap Gytyn ap Dio Richard ap Tudor David ap Lewis Griffith Ievan Thomas Vaughan Thomas ap Robert ap Owen Ievan David ap then ap Jeny Daylor John David ap then ap Ievan Dailor Morgan ap Rees ap Gytyn ap Dio Robert ap Mores Morgan ap Robert ap Owen ap Rees Thomas ap Ptre David Richard ap Rees David Powell Ievan ap Wm ap Ievan. Howell ap Owen ap then dd ap Gwillim Hugh ap then ap Ievan Lloyd Ievan ap Jeny ap Rice Wynn Richard ap Griffith Lloyd ap dd Ievan ap Robert ap Howell ap guer Robtt ap John ap Griffith ap Jenkin Rees ap John ap Jeny Thomas ap Howell ap Morgan Richard ap Eliza Eliza ap then ap Jeny ap then ap Griffith Gettyn Humphrey ap Hugh ap then David ap Rees ap Howell ap Rees Hugh ap Humfrey ap then Moris David Vaughan David Lewis ap Hugh ap Hugh app dd ap Powell Hugh ap Ievan ap Hugh David ap Ievan ap Jenkin Rice ap John Lewis Rowland ap Ievan ap David ap Ievan ap Gyttey Jeny ap Jenkin ap Rice ap Howell ap ynn Hugh ap David ap then ap David ap Howell ap Mddr John ap Ievan David ap Ievan.

Ap Ievan ap Moris William ap Rees ap Moris David ap Thomas ap Ievan Hugh ap Jeny Ten Ivan gwyn ap John ap Morris Richard ap David ap John ap Griffith Thomas David ap Ievan Jane Ievan John ap Howell ap Owen being certain of the tenants of the said Mannor as well as for themselves as for all the rest of the said Tenants of the said Mannor.

Whereas diverse variances strifes & contentions have grown & are like further to grow between the sd Richard Mytton on the one partie & the Tenants of the sd Mannor or Lordship or a great number of them for & concerning the Title & possession diverse parcells of lands & venements within the said Mannor or being pcell thereof for the appeasing whereof the sd Richard Mytton & his heirs & the sd Tenants & their heirs & assigns It is covenanted granted contended & agreed

by between the said parties to these presents & every of them for themselves his & their heirs & assigns for ever in manner & form following viz. first it is agreed that the said tenants their execors administrats or assigns shall upon or before the five & twentieth day of March next coming after the date of those articles satisfy content or pay or cause to be satisfied contended or paid unto the sd Richard Mytton his heirs executors or administrators the accustomed myse whether it be lxxvj^l xiiij^l iiij^l or xxxiiij^l vj^l viij^l of lawfull money of England in full satisfaction and paymt of a myse or duty due unto the sd Richard Mytton as Lord of the sd Mannor or Lordship by the annyet usage and custom of the sd Mannor.

Then it is agreed between the sd pties that the sd tenants being parties to these articles their heirs executors or administrators or some of them shall well & truly & without any fraud or covin satisfy content or pay or cause to be satisfied contended or paid unto the sd Richard Mytton his heirs execors or administrators upon the Feast day of St. Michael Archangell wch shall be in the year of our Lord God one thousand five hundrethe fourscore & nineteen the some of one hundreth pounds of lawfull money of England for & in consideration of the assurances & Estates hereafter in these articles mentioned & expressed to be conveyed & assured by the sd Richard Mytton or his heirs unto the sd tents being parties to these presents of the lands & tenements hereafter in these articles mentioned (viz.) the sd Richard Mytton covenants with every of the tenants severally & particularly and every of the tenants covenanteth severally and picularly for his own part with the said Richard Mytton to the purpose aforesd. Now it is further agreed by & between the sd pties to these presents that the sd Tenants & their heirs & assigns & every of them shall pmitt & suffer the said Richard Mytton his heirs & assigns from henceforth forever peaceably & quietly to have hold & enjoy the Forest of Kevan Kisthys and the Forest called Fryth Kybrom and the Forest at Llanymouthwey called Frith Carnoppap and the Parke within the said Mannor in as large & ample manner as the sd Friths are now occupied or within [20] years last past have been used & enjoyed by the sd Richard Mytton or his ancestors or any of his or their Tents and also all that parcell of waste Ground conteyning by estimation two hundreth acres adjoining to the Brooke called Llayethnant on the one side and the Brooke called Moylnant on the other side and adjoining to the severall lands of the sd Richard Mytton called Pennant bighan on the one pte & extending to the great Hill called yr arran on the other pte being in Pennant within the sd Lordship and also all that parcell of Waste Ground called Mael Vetiliun with waste grounds thereunto adjoining containing one hundreth acres lying in Llanerch vyda within the sd Lordship near to the lands of the said Richard Mytton wherein Ievan David the younger dwelleth & extending to nant Cwm bachgan wch shall be allowed to lie nr beside the pcell of the waste there wch shall be allowed to the sd Richard Mytton to be inclosed in respect of the sd severall lands wherein the sd Ievan dwelleth and also that pcell of Kytire called y Weunallt adjoining to the Frith called Kevan Rystlyb in severalty without any claim or demand of any Comon of pasture or Estovers to be taken or had by the said tenants or their heirs or any of them within the same Forrests Friths parts and severall parcells of waste grounds or any pts thereof & that the sd Tenants & their heirs upon reasonable request of the sd Richard Mytton his heirs or assigns shall do cause acknowledge & execute such acts devices & things as shall be reasonably devised and required by the sd Richard Mytton his heirs or assigns for the assuring granting & extinguishing of all their interest & title of Comon of & in the sd severall Forrests Freeths pke & several pcells of Waste unto the sd Richard Mytton his heir & assigns upon his costs & charges and the sd tenants do by these prests release unto the sd Richard Mytton & his heirs all their comon of pasture & Estovers in the sd Forrests parks and parcells of waste ground & every pcell thereof for & from them & their heirs.

Then it is agreed by & between the sd pties to these presents that the sd Richard Mytton & his heirs &

assigns shall have from henceforth for ever & all manner of waifs strays goods and Cattles of felons & of fugitive pns streats & forfeitures & other liberties privileges & progatives within the said Mannor or Lordship as the sd Richard Mytton or any of his ancestors Lords of the Mannor heretofore lawfully had used or enjoyed within the said Mannor and that every tenant and his heirs which shall be tenant of any lands or tenements within the sd Lordship or being any peell of the sd Mannor shall content and pay unto the sd Richard Mytton & his heirs the sum of [thirteen shillings & four pence?] for an in the name of an herriott for all the lands of such Tenant within the sd Mannor. Then it is agreed by & between the sd parties to these presents that the said tenants & their heirs & assigns shall from henceforth for ever yield & pay unto the sd Richard Mytton & his heirs & assigns Lords of the said Mannor an yearly rent or payment of £x by the year over & besides the rents wch are now answered unto hym for the said Mannor or out of the same Mannor to be answered & paid at the days & times hereafter in these present articles expressed limited & appointed.

In consideration whereof it is by the sd pties further contended condescended & agreed & the sd Richard Mytton for himself his heirs & assigns doth covert promise & grant to & wth the sd tenants pties to these presents their heirs & assigns by these presents that he the sd Richard Mytton shall before the Feast of Easter next coming after the date of these presents upon the costs & charges of the sd tenants levy a fine to his own use in fee simple of the sd Mannor or Lordship of Mowthwy with the apptenances and of all the lands tenements rents & services thereunto belonging & shall hereby & by other good & sufficient ways & means in the law to enable himself to make good sufficient & lawful Estates in fee Tail of the messuages lands & tenements hereafter in these articles mentioned unto the sd tenants & their heirs of their bodies lawfully begotten to be holden in free & comon socage as of the Manor or Lordship of Mowthwy as aforesaid and not in capite nor by Knights service and with warranty against him the said Richard Mytton & his heirs only.

Then it is further agreed between the said parties to the presents that the sd Richard Mytton his heirs and assigns shall within one year next coming after the date hereof upon the reasonable request & upon the costs & charges in the law of the sd tenants their heirs & assigns well and sufficiently convey & assure unto any of the sd tents as well the freeholders as the copyholders & their several heirs of their bodies lawfully begotten to be begotten with such remainders over in tail as they shall require or desire the reversion to the said Richard Mytton & his heirs all & every such lands & tenements as they & every of them do now hold either in fee simple or fee tail by Copy of Court Roll or otherwise lying within the sd Mannor or Lordship or being peell of the same Mannor and all & every the several peells of Rittir or waste Grounds within the sd Lordship lying under the Kay y cha wch are already inclosed or incroched or which hereafter upon division between & amongst the tenants shall be inclosed except all such lands & tenements as any person or pns now hold or holdeth being peell of the said Manor either for life lives or years of the demise or grant of the sd Richard Mytton or any of his ancestors by Copy or deed or otherwise and except also all such lands & tenements wch were the lands of one Howell ap Owen lately escheated by attainder of the sd Howell ap Owen & also except the lands & tenements of one William ap Robert lying between the Bridge of Cowerth and the lands late in the tenure of one Thomas Batha & also except the tenements called Pennant bichan and except one close or Leason wch Lewis ap Hugh inclosed within or adjoining to the part of Dynas Mowthwy Reserving severally in & by the sd Estates & apurances in tail to the said Richard Mytton & his heirs such rents services wayffs strays felons goods franchises & privileges & progatives as heretofore the sd Richard Mytton or his ancestors lawfull had used or enjoyed for the same and also reserving such further rents upon the several grants & apurances as shall amount to the some tenn shillings by the year over & besides the rents & services already due and accustomed and reserving 10s. for an herriott upon the decease of every tenant dieing seized of any Estate of Inheritance or freehold provided always that no part of the waste land lying between friethe cornoppac & the High mountain there shall be granted or assured by the said Richard Mytton & that no part of the land now in the possession of William Lewis Anwyl adjoining to the frieth of

Penant tigi shall be granted or assured by the sd Richard Mytton or any part of the waste land within the Liberties of Dynas Mowthwy provided that any such assurances shall not bind the said Richard Mytton to any other Warranty than against him & his heirs only.

Then it is further agreed by & between the sd parties to these presents that a proviso shall be contained & engrossed in every of the said Conveyances & assurances so to be made by the sd Richard Mytton or his heirs unto the said tents or any of them That if any of the said tenants their heirs or assigns having an Estate of inheritance in any lands or tents within the sd Mannor or holden of the same shall be attainted outlawed or lawfully convicted by course of law of any treason murder or felony that then it shall be lawfull for the said Richard Mytton his heirs & assigns to reenter into such lands & tenements so to be granted & assured by the same Assurance or Conveyance and the same to hold & enjoy to hym & his heirs in his & their former Estates and if any Tenant for life be so attainted or convicted then the said Richard Mytton & his heirs & assigns to enter into the lands & tenements so holden by such tenant only & no longer and wth a further proviso to be contained & expressed in every such assurance to be made & executed by the sd Richard Mytton his heirs or assigns unto the sd tent^s or any of them that the rents to be reserved upon the same assurances & grants shall be payable upon the five & twentieth day of May and the sixth day of November by even portions and that if the same rents or any part thereof shall be behind & not paid by the space of three months next after the usual days of payment being lawfully demanded or if the herriott be unpaid for the space of three months next after the death of the tenant dying seized being lawfully demanded that then it shall be lawful to & for the sd Richard Mytton and his heirs and assigns to enter into such lands so by the same assurance to be conveyed or assured and to distrain as well for the rents being behind and the herriott as for in nome pene as well for the rents as for the herriotts so being due & unpaid and with a further proviso or clause to be contained in every such assurance that if the rents or herriotts so to be received in & by the same assurance unto the sd Richard Mytton his heirs or assigns shall be by any act in law to be comitted by the tenant of the land by alienation or otherwise cutt off from the said Richard Mytton his heirs or assigns that then the sd Richard Mytton his heirs & assigns shall have power & liberty to distrain upon the lands charged therewith for the like rents nome pene & herriotts at the like times provided always that the tenants or any of them shall not be double charged with the payment of any such rent nome pene or herriott.

Then it is agreed by & between the said parties to these presents that the sd messuages lands & tenements so agreed to be assured unto the sd tenants or their heirs by the sd Richard Mytton his heirs or assigns shall be so conveyed with the reservations afores^d to be holden in fee & comon socage as of the said Mannor of Mowthwy at & for the rents herriotts profits & services forsaid to be reserved upon the same grants & assurances & shall be at the time of the making & executing of the same Estates & assurances thereby discharged or saved harmless of all Estates & incumbrances made by the sd Richard Mytton or Edward Mytton Esqre deied his late Father & that the sd Richard Mytton shall have full power at the time of the making of the same assurances to grant the same lands in tayl as afores^d against him & his heirs only.

Then it is agreed between the sd pties that the river or brook of Clawedog shall be from henceforth reputed taken and known to be the Ray Rytha of the Townships of Cum Rewydd and dygodd and of that pte of Lanachoyda w^{ch} lyeth in the south side of dyvy and that all the waste lands in those Townships on the south side of Dyvy or any other Township between the river of Dyvy and the sd Brook called Clawedoge shall be called & reputed Rythir and the Ray Rathias of the rest of the Townships within the sd Mannor and of that pte of Dygred & Camlan w^{ch} adjoineth to the lands of Mathew Herbert Esqre and Ievan Tudor Owen & of the rest of the Township of Llanerthryda shall be sett down & agreed upon by the Tenants which were lately charged upon and a Jury by Comission granted out of the Court of Wards or the greater number of them being certain of the tenants of the said Mannor and that the tenants shall use & enjoy all the land within the Kay Kytha as their own in severalty without impeachment saving & reserving unto the sd

Richard Mytton & his heirs & assigns a ratable portion of any poell of Kittir in any Township wherein he hath any terms lands or termes (except his forests aforesd) to be used or enjoyed with such forme or Terme lands w^{ch} shall be set out & appointed unto him by the tenants or a convenient number of them in any Township as the other tenants shall have in respect of their tenents & lands in those Townships.

Then it is agreed between the said parties that the sd Richard Mytton shall have twenty pounds of the sd improvent for one half years rent to be due at Michaelmas next & that the same shall be paid by the tenants at the xxth day of May next coming over & besides such other rents as shall be then due.

Then it is agreed that if any of the tenants shall refuse the benefit of this Areem^t that then the rest of the tenants shall present the defaults & weakness of the Title of such tenant refusing to the sd Mr. Mytton and that a reasonable rate of revivall of the rent shall be sett upon such tenant by the rest of the sd Jury or the greater number of them and Mr. Mytton to take that revivall as part of the xth if he be a Copyholder and if he or they be a Charter holder from the Lord then the rest of the Tenants to make up that rent of xth.

Then it is agreed between the sd parties that the said Richard Mytton & his heirs shall grant unto any of the sd tenants & their heirs Comon of pasture in all the rest of the wastes being above the Kay Kytheas as by their Counsell shall be devised as apurtenant to their several tenem^t for all manner their Cattles and for all the Cattles which shall be kept upon their tenements.

Then it is agreed between the sd pties that as well the said Richard Mytton & his heirs & his & their under tents as the sd tenants & their heirs & assigns shall have convenient ways & passages to the Comon & Waste Grounds above the Kay Kytheas and that the sd Richard Mytton & his heirs & his & their tenants of the Forests Frithes & demesn lands shall have Comon of Pasture in the mountains above Kay Kytheas as the tenants have.

Then it is agreed between the said pties that the sd Richard Mytton shall grant & convey unto Ievan Tudor Owen & his heirs of his body lawfully begotten in form aforesd all that messuage or tenements called Tythryn y bryn mawr with the apptenances & all the lands thereunto belonging being in Dygoed within the sd Lordship & being now in the hands & possession of the said Ievan Tudor & of Tudor Owen his Father the reversion thereof reserved unto the sd Richard Mytton & his heirs To have and to hold to the sd Ievan Tudor & his heirs of his body reserving unto the sd Richard Mytton & his heirs three pounds by year at the usual times aforesaid with the like cause of distress for vjth viiith noie pene & the like provisos for the rents & heriotts as before is mentioned for other lands agreed to be granted to the sd tenants & reserving unto the sd Rich^d Mytton & his heirs & assigns Comon of Estover of the moiety of & in the woods & trees which now are growing or hereafter shall grow upon the sd premises to be spent in & upon the mansion house of the sd Rich^d Mytton & his heirs in Dynas Mowthwey for such times only as the sd Rich^d Mytton his heirs or assigns Lords of the sd Mannor shall dwell or remain at the said Mansion house only with a proviso that Ievan Tudor & his heirs or assigns shall not Comitt any willfull Waste of the woods or trees being or growing upon the moiety of the same Lands.

Then it is agreed between all the sd pties that all or any of the sd grants & assurances so to be made shall not pjudice any psn or psns othr than the sd Rich^d Mytton & his heirs for any right title or interest

or otherwise in or to any of the sd lands or tenem^t so to be conveyed by the said Rich^d Mytton except the Comons & waste Grounds inclosed or to be inclosed by this Composition and that if any psn or psns their heirs or assigns shall evict or recover from any psns that now is or hereafter shall be tenant of the premises or any part thereof any of the lands tenements & premises aforesd that then the sd psns so evicting & recovering & his & their heirs or assigns shall answer & pay unto the said Richard Mytton his heirs & assigns such rents services heriotts noie pene & other things as the psn

or psns against whom the same recovery or eviction shall be had his heirs or assigns should have answered satisfied or paid according to the true meaning of these presents if the said eviction or Recovery had not been.

In witness of all which agreements the sd pties to those presents interchangeably put there hands & annexed there seals yearon the day & year first above written.

John Owen Vaughan—Ma: Herbert—John Owen—Ievan Lloyd ap David—Henry ap Ievan Lloyd—Edw—John Lloyd—Richard Lloyd—Richard ap—William—Robert—Mytton gt—Jam: Brook—Garden for ap Rob^t & Morgan ap Robt Infants the rik x of John & Ievan & Mores ap Ievan.

Sealed and delivd by Ievan Lloyd ap dd esqre Jo^r ap Tydhy gn ap Hughes Ievan Owen Ed. Price Morgan John Thomas Robt Mytton Hugh ap Ed. Wyne D^d ap John ap Hen ap Rees Olud ap Jein D.D. gr Lloyd ap dd Robt ap Moris Moris ap John & Rydd Morris ap Dd vaⁿ Jene Dd ap Coⁿ Jeni Thomas vaⁿ Rees ap Ioⁿ s^d ap Owen Jeni ap W^m John Lloyd Humphrey ap Hugh ap then in the presence of the persons subscribed videt Roger Nope Tho^s Edwards Edward Owen Robert Williams R^d Vaughan John Vaughan Richard Owen George Phillips Jeffrey Vaughan Tho^s Steland.

Sealed & delivered to hand of Richard Vaughan gen to the use of the within named Richard Mytton Esq. by dd Lloyd ap dd gen John Lloyd Richard Lloyd gen Thomas ap Jeny ap then John ap John ap Jeni^a ap yd John ap Jeni^a ap Rx wyn Jem^a ap John ap Owen Jem^a David Edward Lloyd gen Hugh dd Lloyd infra etat Ric^d Lewis Morgan ap Robt Rx ap John ap Ryddy ap Jevⁱ ap gutten Eliza ap dd ap Jenkin dd ap Owen then ap Rx Thomas Lewis dd ap guttaryn William ap Rx dd ap Morise Owen W^m ap Jem^a Wywe Rx Thomas W^m dd ap Gwillim Olin^r ap Rx ap Moris John ap Jem^a ap Moris Lewis Griffith David a Rx ap Owen Jem^a ap Morris ap Jem^a ap Gittin John dd ap John ap Morris infra etat Elizabeth dd ap Ievan ap vid John dd Morgan ap Rx Jem^a ap Morgan ap Rx Thomas ap John dd Richard ap Rx ap ap Owen Hugh ap then ap Jem^a Lloyd Jem ap Jene ap Rees Wyn Rice ap gr Lloyd gon Jem^a ap Robt Robert ap John gr ap Jenkyn Richard ap Elissa Elissa ap then ap Jem ap then Hugh ap Humphrey ap then Hugh ap Jem^a ap Hugh David ap Jem^a ap Jenkyn Rx ap John Lewis Rowland ap Jem^a dd Hugh dd ap then John ap Jem^a dd ap Jem^a William ap Rx ap Morris Hugh ap Jem^a Logge Thomas dd ap Jem^a John ap ap Owen David ap Rx ap Morris William ap Moricks in the psence & sight of Ric Vaughan John Mytton Jem Tudor Owen.

Sealed & delivd. to the hands of Richard Vaughan gent to the use of the within named Richard Mytton Esq^r by Edward ap Jem^a in the presence of Richard Vaughan Jem^a dd then Owen ap Jem^a John Vaughan.

Sealed & delivd by the within named John Owen Vaughan to the hands of Richard Vaughan gent to the use of the within named Richard Mytton Esquire in the psence & sight of the psns subscribed viz. Ric. Vaughan, Jem^a Tudor Owen Tho. Lloyd.

Sealed & delivd by the within named John Lewis Owen, Esq., to the hands of Richard Vaughan to the use of within named Richard Mytton Esq^r in the sight of the psns subscribed Pears Owen Richard Vaughan.

Sealed & delivd by the within named Henry ap Jem Lloyd Esq^r to the hands of Richard Vaughan Gen to the use of the within named Richard Mytton Esq^r in the psence & sight of Morgan John Harris Thomas ap Jem the

Sealed & delivered by the within named Mathew Herbert to the use of the within named Richard Mytton Esq^r in the presence of Chas Lloyd Richard Vaughan.

Sealed & delivd by within named Harry ap Rich ap Hugh Dd ap Jem ap Rx ap Jem ap Griff in the prsence of Pas Lloyd Humfrey ap Jeffrey Teft Richard Vaughan.

